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ABSTRACT

This agreement between the Board of Trustees of the St. Clair County Community College of the County of St. Clair and the St. Clair County Community College District of the Michigan Association for Higher Education covers the academic years 1972-74. Articles of the agreement cover recognition, association and instructor's rights, rights of the board, payroll deductions, personnel procedures for faculty, conditions of employment, faculty compensation, leaves of absences, grievance procedure, agreement effectuation, and duration of agreement. Appendices include calendars, faculty on continuing status, vocational certification, teaching proficiency inventory, staff evaluation, salary schedules, leave forms, contractual payroll sheet, grievance report, definitions and miscellaneous provisions, and administering the sickday bank. (MJM)

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Saint Clair County Community College
Michigan NEA
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ED 087277

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES OF THE ST. CLAIR COUNTY COMMUNITY COLLEGE

OF THE

COUNTY OF ST. CLAIR

AND THE

ST. CLAIR COUNTY COMMUNITY COLLEGE DISTRICT

OF THE

MICHIGAN ASSOCIATION FOR HIGHER EDUCATION

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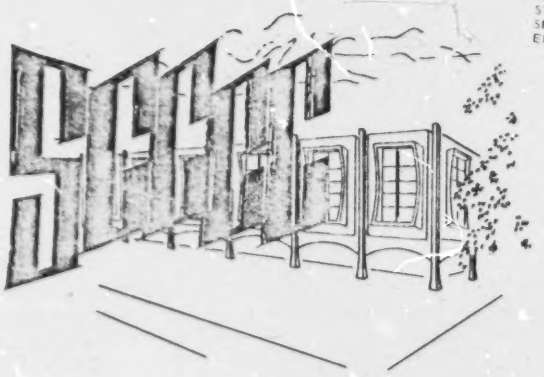

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TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	Recognition	2
II	Association and Instructor's Rights	3, 4
III	Rights of the Board	5
IV	Payroll Deductions	6
V	Personnel Precedures For Faculty	7
	Section One: General Provisions	7, 8, 9
	Section Two: Faculty Status	10
	Section Three: Faculty Dismissal Provisions	11, 12, 13
	Section Four: Satisfactory Level of Professional Performance	14, 15
	Section Five: Staff Reduction	16, 17, 18
VI	Conditions of Employment	19
	Section One: Work Load	19 thru 32
	Section Two: Summer School and Off-Campus Programs	33, 34
	Section Three: Teaching Enviroment, Equipment, Supplies	35
VII	Faculty Compensation	36
	Section One: Salary Schedule and Special Provisions	36, 37, 38
	Section Two: Compensation for Extra Duties	39
	Section Three: Insurance	40, 41
VIII	Leaves-of-Absences	42
	Section One: General Provisions	42
	Section Two: Short-Term Leaves-of-Absence	43, 44
	Section Three: Long-Term and Military Leaves-of-Absence	45, 46, 47
IX	Grievance Procedure	48 thru 50

ARTICLE	TITLE	PAGE
X	Agreement Effectuation	51, 52
	Duration of Agreement	53
	Appendix A - 1 - 1972-73 Calendar	54
	Appendix A - 2 - 1973-74 Calendar	55
	Appendix B - Faculty on Continuing Status	56, 57
	Appendix C - Vocational Certification	58
	Appendix D - Teaching Proficiency Inventory	59, 60, 61
	Appendix E - 1 - Evaluation of Probationary Instructors	62, 63
	Appendix E - 2 - Evaluation of Probationary Instructors	64, 65
	Appendix F - 1 - Evaluation of Counselors	66, 67
	Appendix F - 2 - Evaluation of Counselors	68, 69
	Appendix G - Librarians Evaluation Form	70, 71, 72
	Appendix H - 1 - Salary Schedule 1972-73	73
	Appendix H - 2 - Salary Schedule 1973-74	74
	Appendix I - Faculty Personal Leave Form	75
	Appendix J - Contractual Payroll Sheet	76
	Appendix K - Grievance Report	77 thru 81
	Appendix L - Definitions and Miscellaneous Provisions	82, 83
	Appendix M - Administering the Sick Day Bank	84, 85, 86

LEGAL PREAMBLE

This agreement is made this _____ day of _____, by and between the Board of Trustees of St. Clair County Community College, hereinafter called the Board, and the St. Clair County Community College District of the Michigan Association for Higher Education, hereinafter called the Association.

WITNESSETH:

Whereas, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Association as the representative of the College professional personnel, excluding the President and other administrators as defined by the Administrative Career Plan as adopted by the Board on May 21, 1970, as amended, providing that the bargaining unit shall not be diminished by such amendment, with respect to hours, wages and terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive negotiation representative for all college professional personnel on a full-time or part-time basis, on leave, on a per diem basis, employed by the Board, excluding the President, and other administrators as defined by the Administrative Career Plan, as amended, providing that the bargaining unit shall not be diminished by such amendment, all of which collectively are designated as the bargaining unit. The term "Faculty," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the bargaining unit as above defined, and references to instructors shall include both male and female instructors. The term "Instructor," shall apply to all members of the bargaining unit which includes non-student instructor's aides, instructors, librarians and counselors.

B. The Board agrees not to negotiate with a faculty organization other than the Association for the duration of this Agreement.

ARTICLE II

ASSOCIATION AND INSTRUCTOR'S RIGHTS

A. The Association on behalf of the faculty of the College, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by Act 379 of Public Acts of 1965.

B. The Association shall be supplied with reports or information prepared by the College for public distribution. This shall not preclude distribution of reports or information to the Association prior to public distribution where the Association may have a special concern. The Association shall pay the College for any expense involved in the preparation of information solely for Association use. Machine or machines to be used in preparation of Association materials will be designated by the College Business Office for use without charge.

C. The Association may use the buildings of the College for meetings and to transact Association business without charge, provided that there is no additional cost to the College. Additional costs will be absorbed by the Association with arrangements being made through the Business Office of the College prior to the meeting.

D. A bulletin board in the area of the mail boxes located in the administrative office area shall be designated for Association use. Use of intra-college information media and mail boxes for notices of Association business is authorized. Classroom and hallway bulletin boards may not be used for such notices. All such notices must carry a designation of the individual or group responsible for the notice.

E. The Board and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all faculty. No religious or political activities of any faculty member, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member. The provisions of this Agreement shall be applied in a reasonable and equitable manner and without regard to race, creed, religion, color, sex, marital status, or national origin.

F. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, color, sex, or national origin, and to seek to achieve full equality of educational opportunity for all students.

G. Consistent with Principle No. III, clause number four of the Code of Ethics of the Educational profession, "The Association shall accord just and equitable treatment to all members of the profession and the exercise of professional rights and responsibilities, and support any unjustly accused and mistreated."

H. No instructor shall be removed from the bargaining unit without his consent by having administrative or supervisory duties added to his position.

I. The Association may purchase supplies from the College through the use of requisition forms to the Business Office.

J. The College Directory, when published, shall include a listing of Association Officers if provided to the Director of Information Services by the Association.

K. All committees appointed by the President of the College which have faculty representation may have at the discretion of the Association at least one Association-selected representative.

L. The President and designated representatives of the Association shall have released time, up to a combined total of fifteen days for Association business and conferences, during one college calendar year. No one individual may use more than ten days of the fifteen days allowed. The maximum number of consecutive days shall not exceed three days per individual. Local Association members serving on State Association committees shall be assigned a class schedule that will allow the member(s) to be away from the College without missing class time with students. This shall be done when the appropriate dean has been notified by the mid-semester preceding the semester of the expected schedule change.

M. Part-time faculty shall be employed under contract which shall provide benefits as set forth in this Agreement.

N. The Board will endeavor to consult with the Association on any new or modified fiscal, budgetary or tax program, constructing program, or major revision of educational policy, which is proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

O. The Association shall have the right to meet with all new faculty members during faculty orientation.

ARTICLE III

RIGHTS OF THE BOARD

A. The Board retains all rights, powers and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965.

B. The exercise of these rights, powers, authorities, duties, and responsibilities by the Board shall be consistent with statutory and Constitutional provisions and be consistent with the terms of this Agreement.

ARTICLE IV

PAYROLL DEDUCTIONS

A. Payroll deductions for the following purposes may be made upon written authorization of faculty member or in accord with provisions herein.

1. Association dues (Including State, Local and National Association dues).

2. Blue Cross-Blue Shield Premiums

3. Community Chest and other approved community enterprises.

4. Michigan Education Special Services Association programs.

5. Northwestern Mutual Life Insurance Company and the Massachusetts Mutual Life Insurance Company plus any additional annuity companies of any new faculty members.

6. Educational Associates Credit Union

7. U. S. Savings Bonds

B. Such deductions shall be remitted, not less than monthly, by arrangement of the Business Manager and the Association, for Association dues and MESSA premiums.

C. Educational Associates Credit Union deductions shall be transferred to the Credit Union normally within one (1) week after each payroll date.

ARTICLE V

PERSONNEL PROCEDURES FOR FACULTY

Section One: General Provisions

A. All hiring and dismissal of faculty for the College shall be by the Board upon the recommendation of the President of the College. Every attempt will be made to hire the most qualified individual available and to assign each individual in terms of his preparation and experience. Procedures for recruiting, hiring and assigning new personnel will be established by the respective Deans in cooperation with the College Forum Appointments Committee with the approval of the President of the College. Such procedures shall comply with the policies of the Board, the laws and regulations of the State of Michigan, and the provisions of this Agreement.

B. A full-time faculty member cannot obtain continuing status without a Master's Degree in the particular discipline or his having completed course work required for permanent vocational certification within a five (5) year period. (Vocational certification is defined in Appendix C of this Agreement.) Failure to do so shall constitute reasonable and just cause for termination of employment. At least sixty (60) days prior to the end of the fifth year the faculty member shall be notified of his failure to comply with the provisions of this paragraph. Termination shall be effective as of the last day of the tenth semester. The provisions of this paragraph shall not include faculty members listed on continuing status as of the effective date of this Agreement. Those faculty members set forth in Appendix L, Section A, shall not be subject to such dismissal. However, they cannot attain continuing status until said degree has been attained.

C. All administrative and teaching vacancies will be announced and posted in a pre-determined location in the administrative area. Notice of such vacancies shall provide fifteen (15) days time to permit any qualified faculty member to make necessary application. A copy of each "Notice of Vacancy" shall be sent to the President of the Association.

D. Length of service in the College shall not be a determining factor in making assignment to any teaching or administrative position unless all other factors are equal.

E. If it becomes necessary to replace a full-time faculty member for a limited, pre-determined time, due to that member being on any type of leave outlined in Article VIII, Section Three of this Agreement, then the administration and the Board may hire a full-time replacement for that individual for the duration of said leave. The replacement to be hired shall, as a prerequisite to being employed, sign a contract limiting his period of employment with the College to the duration of the leave of the faculty member being replaced.

F. The mandatory age for retirement shall be sixty-five years; this age limit may be extended for individuals by Board agreement from year to year.

G. There shall be one official personnel file for each faculty member. The faculty members shall have full access to and may have duplicated records kept in their files, except for professional credentials and letters of recommendation of a confidential nature provided prior to employment. Upon the written authorization of the faculty member, Association representatives as designated in writing by the Association President, may have the same access as provided the faculty member. The only records kept in this file shall be:

1. professional credentials and letters of recommendation;
2. all evaluation material accumulated during probationary employment, and for continuing status faculty if recommended by the committee established in paragraph H of this section;
3. health records;
4. current year leaves;
5. transcripts of all college work;
6. material from professional sources which instructors wish to have included;
7. all materials providing the basis for discipline and/or dismissal;
8. salary statements.

The instructor shall be informed of all material placed in his file and shall be allowed to attach a statement to such material if he so desires after the effective date of this Agreement.

H. Any faculty member who assumes, or has assumed, administrative duties may be subsequently returned to instructor status. No full-time faculty members shall be dismissed as a result of said return. The faculty member thus returning to instructor's status shall resume all rights, privileges and benefits that he would have had if he had continued on faculty status without interruption.

I. The Board and the Association agree that continuing-status instructors should be periodically evaluated for the promotion of instructional improvement and to determine if contractual obligations are being fulfilled. The President of the Association and the President of the College shall each appoint three members of a committee which shall prepare an evaluation procedure and evaluation forms for use in evaluating continuing-status instructors for the purposes provided above. The procedures and forms shall be ready for use commencing with the first semester of the 1973-74 college year.

J. No faculty member shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause and due process as established in the provisions of this Agreement.

K. If, during a meeting in which a faculty member is being reprimanded, warned, or disciplined for any infraction of rules or deliquency in professional performance, said faculty member deems it necessary to have Association representation, he may terminate the meeting and request a second meeting with an Association representative present.

L. Part-time faculty shall be employed on a semester-by-semester basis, under contract, which shall provide salaries, free parking, proportionate sick leave and proportionate responsibilities as set forth in this Agreement. A form for part-time faculty contract will be found in Appendix J.

ARTICLE V
Section Two: Faculty Status

A. Beginning with the effective date of this Agreement, faculty members shall be classified as having either probationary or continuing status which indicates permanent status and which shall be termed tenure status if a state-wide Community College tenure act is passed during the duration of this Agreement. (See Appendix B for the names of continuing status instructors as of the effective date of this Agreement.)

B. Faculty members shall not be dismissed except in accord with the dismissal provisions of this Agreement which have been agreed to in order to establish an adequate, fair procedure that guarantees to protect both the instructor and the Board and its representatives.

C. New faculty members shall be classified as probationary status instructors.

D. A new faculty member shall be classified as a probationary-status instructor for his first three years of employment. If, at the end of his fifth full semester of employment, said faculty member has attained the satisfactory level of performance herein defined, he shall at that time be notified of that fact in accord with the provisions of this Article, and shall be automatically recommended for continuing status effective at the end of his sixth full semester of employment except as provided for in Article V, Section One, B.

If, however, at the end of his fifth full semester of employment, said faculty member has not attained the satisfactory level of performance herein defined, he shall at that time be notified of this fact in accord with the provisions of this Article and this fact shall provide a reasonable and just cause for termination of employment effective at the end of the sixth full semester of his employment, subject to the review procedures provided in Section Three of this Article and other applicable provisions herein.

E. A faculty member's employment may be terminated by mutual consent between himself and the Board at any time.

F. If a faculty member wishes to resign at the end of the College year, he shall given notice in writing as soon as possible, but no later than sixty (60) days before the end of the College year.

ARTICLE V
Section Three: Faculty Dismissal Provisions

A. Dismissal shall be defined as termination of employment by the Board. No faculty member shall be dismissed except for reasonable and just cause and in accord with the provisions of this Agreement.

B. Dismissal procedures shall be initiated by the President of the College, who shall issue "notification of intent to recommend dismissal" which shall be in writing and shall include a complete statement of charges and reasons for the dismissal recommendation; except, that where the President's decision to recommend dismissal is based on the probationary committee's determination of unsatisfactory performance, then notice of the committee determination shall be sufficient notice of the statement of charges and reasons for dismissal. Copies of the notification shall be sent to the faculty member involved, the respective dean, the President of the Association and the Board.

C. The President of the College may, after notification of intent to recommend dismissal has been issued, temporarily suspend from his work responsibilities, the instructor who has been so notified. Such suspension shall be in writing (with copies sent to the instructor, the respective dean, and the Association President) and shall involve no loss of professional rights, pay, or other benefits provided for in this Agreement. If the Board, in accord with the provisions of this section, determines to dismiss said instructor, the suspension shall be in effect until the appropriate dismissal date. If, however, the Board determines not to dismiss said instructor, then the suspension shall immediately be revoked.

D. If a faculty member is notified by the President of the College, as set forth above, that he intends to recommend dismissal to the Board, the following review process shall be initiated:

1. Informal Level - The faculty member may within seven (7) calendar days, excluding vacation breaks, from the date of receipt of such notice of intent to recommend dismissal, request an informal meeting with the President of the College. This meeting shall include the President of the Association, one designated representative of the Association and the faculty member. The purpose of this meeting shall be to endeavor to reach a satisfactory agreement by both parties. If a satisfactory agreement cannot be concluded, the faculty member may proceed to Step Two within ten (10) calendar days, excluding vacation breaks. In the event that the faculty member does not request such meeting, he shall have the right to proceed to Step Two within seventeen (17) calendar days, excluding vacation breaks, from the date of the receipt of such notice of intent to recommend dismissal.

2. Formal Level - If the faculty member is not satisfied with the results from the informal level, such faculty member may request a hearing before the Board stating his answers to the charges prior to the Board action on the recommendation of the Administration. Such faculty member shall notify in writing the Secretary of the Board requesting such hearing within ten (10) calendar days, excluding vacation breaks, from the conclusion of the informal level or within seventeen (17) calendar days, excluding vacation breaks, from the date of the receipt of the notice of intent to recommend dismissal. The procedures applicable to such hearing shall be as follows:

   a. The notification of intent to recommend dismissal shall constitute the sole basis of this hearing.
   b. The faculty member shall be entitled to representation, including legal counsel if desired, the right to cross examine all witnesses, and to face and examine all those holding executive, administrative and supervisory positions having knowledge of the facts.
   c. The hearing shall be concluded within twenty (20) calendar days from date of start of hearing.
   d. The Board shall notify the instructor and the Association of its decision within ten (10) calendar days after the conclusion of the hearing.
   e. Should the Board's decision be for termination of employment, the instructor, except for first year probationary-status instructors, and the Association may appeal the decision to binding arbitration as provided in the Grievance Procedure.
   f. In the event that it shall be finally determined that a suspension or termination of any faculty member was without reasonable and just cause, the faculty member shall be reinstated unconditionally on appropriate status and reimbursed for any compensation lost.

3. In the event that the President has notified the faculty member, as provided above, of his intention to seek dismissal and such faculty member has not within the time limit provided above sought review by the informal level or review by formal level within the time limits provided, then the recommendation of the President shall go to the Board for its action without a review hearing. In the event that the Board's determination is for termination, the Association, except for first year probationary-status instructors, shall have the right to take such decision to binding arbitration as provided in the grievance procedure. In the event that the final determination shall be that the suspension or termination of the faculty member is not upheld, the faculty member shall be reinstated on the same status as at the time of suspension or termination and reimbursed for any compensation lost to the extent provided by the arbitrator's decision.

4. The time limits provided for in this section may be extended by mutual consent.

E. Dismissal effectuation provisions for continuing-status instructors shall be:

1. Dismissal shall become effective as of the last day of the College year during which notification of dismissal was issued

2. If such notification is given less than ninety (90) calendar days from the end of the spring semester, then termination of employment shall be effective as of the last day of the following semester.

F. Dismissal effectuation provisions for probationary instructors shall be:

1. During their first year of employment, dismissal shall become effective as of the last day of the College year during which notification of dismissal was issued. Such notification shall be issued at least sixty (60) calendar days prior to the end of the College year. If employed for the first time for the second semester, a probationary faculty member's dismissal shall become effective as of the last day of the first semester of the ensuing College year and notice shall be issued at least sixty (60) calendar days prior to the last day of the first semester.

2. A first-year probationary-status faculty member may be released at the times provided herein without recourse to the grievance procedure.

3. During their second and third year, dismissal shall be effective as of the last day of the College year during which such notification was given prior to ninety (90) calendar days before the end of said year. If such notification is given less than ninety (90) calendar days from the end of said year, then termination of employment shall be effective as of the last day of the following semester.

4. No faculty member under probationary status shall be suspended from duties during the College year, except for reasonable and just cause. In these instances, suspension by the President may be immediate and shall be made in writing (with a copy to the President of the Association), and the issue may be resolved through the usual grievance procedure, if desired, commencing at Step 1 of the Formal Level. Pay will be continued during the procession of any grievance up to a maximum of thirty (30) days.

ARTICLE V

Section Four: Satisfactory Level of Professional Performance

A. Each probationary instructor shall have a probationary-instructor committee referred to herein as the "committee," composed of his dean, his academic coordinator or director, one continuing-status faculty member who either teaches in the same field or is a fellow counselor or fellow librarian, and one additional faculty member who is a member of the Association. Members of this committee shall be selected no later than October 1 of the first semester of the probationary instructor's employment. One (1) of the faculty members shall be selected by the probationary instructor and the other by the Association Executive Board.

B. When possible, the fellow faculty member shall serve on this committee throughout the probationary-status instructor's probationary period.

C. The probationary-status faculty member's committee shall have the responsibility for:

1. observing and evaluating his professional performance, as herein defined;

2. reporting and explaining their observations and evaluations to him;

3. aiding him in improving his professional performance;

4. determining if he has, by the end of the fifth full semester, attained a satisfactory level of performance.

D. The evaluation of the probationary-status instructor's performance shall be based on:

1. For teaching faculty: Two joint classroom visits each full semester by the academic coordinator or director and the fellow faculty member. When requested by either the probationary-status instructor or the classroom evaluators, a third and/or fourth evaluation visit shall be undertaken. The evaluation form as shown in Appendix E-1 shall be used for these evaluations. If necessary, faculty members may be relieved of their normal professional responsibilities other than class time in order that they might attend these meetings. When the situation does not lend itself to joint classroom visits, deviation can be allowed provided the probationary instructor's committee and the instructor mutually agree to any departure from the accepted model. The academic coordinator or director will be chairman of this committee.

2. For counselors and librarians: Recognizing the unique problems created in evaluating the professional performance of counselors and librarians, the Director of Counseling and Testing and the Director of Learning Resources respectively have developed procedures and evaluation forms as shown in Appendices F-1, 2 and G.

3. Open observation and contemporaneous favorable and unfavorable anecdotal records of faculty-administrative relationships and faculty fulfillment of contractual responsibilities shall be made regularly by the dean and the academic coordinator or director and occasionally by the other committee member using the appropriate forms as shown in Appendix E-2.

4. The dean may be excused from the observations as required in paragraph "C" above but shall attend the final committee summary meetings each semester.

E. A meeting with the probationary instructor shall be held within five (5) college days after each evaluation at times convenient for all persons involved. The purpose of these meetings will be to present the probationary-status instructor with copies of all evaluation material accumulated since the preceding meeting (or since employment for the initial meeting), to discuss and explain such material, and to suggest in writing ways in which the probationary instructor could improve his professional performance. The probationary-status instructor shall, if he disagrees with these records, have the right to have his written reasons for such disagreement attached thereto. If necessary, faculty members may be relieved of their normal professional responsibilities other than class time in order that they might attend these meetings.

F. During the final full class week of the probationary instructor's first, third and fifth full semesters of employment, his committee shall meet with him and inform him of their determination regarding whether or not he has attained a satisfactory level of performance. The committee's decision shall be arrived at by at least a three-fourths (3/4) vote and shall be based solely on the evaluation material accumulated during the probationary-status instructor's employment. This decision, if affirmative, shall result in the recommendation to the Board for continuing status effective the final day of the sixth full semester of employment, if negative shall provide cause for dismissal at the end of the sixth full semester of employment. This committee must arrive at a decision.

G. The student evaluation form, which appears in Appendix D, shall be used by the probationary instructor in at least two classes in each of his first five semesters of employment. The results of the student evaluation forms are to be assessed by the instructor and used as he sees fit. The forms shall be furnished by the Board.

ARTICLE V
Section Five: Staff Reduction

A. In the event that the College program must be curtailed or reduced owing to falling enrollment, or for unforeseen circumstances, appropriate adjustments of staff shall be made by the Board and administration after consultation with the Association, the Academic Coordinator, Department Chairman or Director, Discipline Chairman, the affected department and/or discipline, and the College Forum Budget Committee.

1. The Board's decision on staff reduction shall be announced no later than March 1.

2. This decision shall become effective on the first day of the following fall semester, subject to provisions herein.

3. Before any full-time staff positions are reduced, all part-time positions shall be cancelled and those duties assigned to faculty members, if qualified, in accord with the provisions of this Agreement.

4. If the reduction of a full-time staff position can be avoided by the assignment of a combination of an affected faculty member's regularly scheduled classes plus part-time classes, which may include temporary split-departmental and/or split discipline assignments, then the affected faculty member, if qualified shall have the right to voluntarily accept such assignments as part of his normal workload for the duration of the circumstances necessitating his staff reduction.

5. In making its decision on the staff reduction, the Board shall determine the department or discipline in which the reduction shall be made. Once determined, the reduction shall be accomplished in accordance with Paragraph B below.

B. The provisions for carrying out the Board's staff reduction decision shall be:

1. Faculty members subject to said decision shall be placed on an "involuntary leave-of-absence", as defined in Appendix L, paragraph B, by the College President, effective the first day of the following fall semester.

2. No faculty member shall be placed on such involuntary leave-of-absence unless he has been notified in writing by the College President of this action on or before March 1, preceding the fall semester in which said decision shall become effective.

3. A special private Board hearing shall be held no later than March 31 preceding the fall semester in which said decision shall become effective to consider appeals by individuals placed on involuntary leaves-of-absence pursuant to carrying out said decision. The Board's decision on such appeal shall be in writing, a copy of which shall be provided the appellees within seven (7) days of this special Board meeting.

4. The criterion for determining which part-time and probationary-status faculty shall be placed on involuntary leave shall be:

   a. Part-time faculty in a discipline or department by inverse order of date of initial active employment within the discipline or department.

   b. Probationary faculty in a discipline or department in accord with provision B-5 below, except that B-5-b shall not apply.

5. The criteria for determining which continuing-status faculty members shall be placed on involuntary leave-of-absence pursuant to said decision shall be in the following order of descending priority; these criteria shall be applied in a successively exclusive manner so that a criterion shall be utilized only if the preceding criterion or criteria are equal:

   a. Date of initial active full-time employment.

   b. Date of first semester of placement on continuing status.

   c. The number of years of credit granted by the College on the salary schedule at the date of initial hire including teaching and/or non-teaching experience.

   d. The total number of documented years of teaching and/or equivalent teaching experience.

6. If a faculty member affected by said decision meets the teaching qualification in a discipline or disciplines other than that within which he is teaching, and, if a position is open in such discipline or disciplines, then this faculty member has the right to fill this opening before a new faculty member. If while on an involuntary leave-of-absence an instructor pursues additional course work and qualifies for a teaching position which is open in another discipline, he shall be transferred to that discipline in accord with the reinstatement provisions of this Agreement.

7. If the unusual circumstances arise in which more than one faculty member is covered by the preceding provision, then the criteria for determining which faculty member shall fill said opening shall be in the same manner as stipulated in provision five (5) above.

8. Reinstatement of faculty members who are on involuntary leaves-of-absence shall be in inverse order of their placement on such leave; if circumstances arise in which more than one faculty member qualifies for an opening, then reinstatement shall be in the same manner as provisions four (4), five (5), and six (6) as stated above.

9. No new appointments shall be made while there are available faculty members on involuntary leaves-of-absence who are qualified to fill vacancies, unless such faculty members shall refuse such appointments.

10. In determining the inverse order of date of initial active full-time employment within a discipline or department, faculty members shall be credited with all full-time teaching and administrative services within that discipline or department.

11. In determining the inverse order of appointment within the College, faculty members shall be credited with all full-time teaching and administrative service within the College and Port Huron Junior College.

12. A faculty member who returns from an involuntary leave-of-absence shall be placed on the position on the salary schedule and the status classification where he would have been if the leave had not been required, but in no event shall such salary position and status classification exceed a two-year increment respectively.

13. A faculty member entitled to reinstatement under the provisions of this paragraph shall be offered a letter of intent, by registered mail and return receipt requested, at least thirty (30) days prior to the date of reinstatement. The faculty member shall accept or reject such reinstatement within seven (7) days.

C. The words "department" or "discipline" as used in this section shall be defined respectively as the department or discipline structure extant June 3, 1972.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

Section One: Work Load

A. Faculty members shall attend Honors Convocation and Commencement; requests for absences shall not be unreasonably denied. Attendance at all other college-sponsored functions and activities shall be voluntary. Faculty members attending those functions for which academic attire is required shall have said attire furnished by the College.

B. Faculty members are encouraged to attend College Forum meetings and to serve on at least one Forum standing committee. Forum attendance and committee membership shall be voluntary.

C. Faculty members on a rotation basis may be asked to serve as chaperones at college functions. In the event a faculty member who has agreed to serve as a chaperone is unable to do so, it shall be his responsibility to find a substitute and notify the Office of Student Affairs of the change. Faculty members on a rotation basis may be requested to perform certain extra-curricular duties to provide normal activities for the benefit of the students. When there is no voluntary response to such requests the College shall have the authority to assign faculty members to perform these duties.

D. The work load provisions for the Learning Resources Center professional personnel shall be as follows:

1. The work year for librarians shall be one of the following as determined at time of initial hiring:

   a. Twelve (12) months;

   b. The teaching faculty's work year with an assigned six (6) week summer work period;

   c. The teaching faculty's work year with voluntary extension of the work year.

2. The librarians' work week shall be thirty-five (35) hours per week, over five (5) days, Monday through Friday.

3. The work day, with the exception of Commencement, shall begin no earlier than 7 a.m. and end no later than 5 p.m. The work day shall be not more than eight (8) consecutive hours, including a one (1) hour lunch period and rest breaks equal in time to thirty (30) minutes a day.

4. Assignments after 5 p.m. or any other extension of the work day, week, or year shall be considered as overtime assignment. Such overtime assignments shall be made by mutual agreement between the Director of Learning Resources and the librarian involved. Reimbursement for overtime assignments shall be, as agreed to by the Director of Learning Resources and the librarian involved, either at the rate of 1/40 of contractual salary per week for those librarians in classification D-1-c above, 1/46 of contractual salary per week for those librarians in classification D-1-b above, and 1/48 of contractual salary for those librarians in classification D-1-a above; at 1/35 of that weekly rate for hourly computations or released time.

5. The librarian's work assignment shall be made by the Director of Learning Resources in accordance with that librarian's specialty and qualifications.

6. Because of the nature of the librarians' assignments, those provisions in the agreement providing for conference hours and academic advising shall not apply.

7. Those librarians on a twelve (12) month work year shall each year be entitled to twenty (20) days total vacation time. The following vacation days are not to be considered a part of those librarians' total vacation time: Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas, and New Year's Day.

8. Summer assignments for librarians not on a twelve (12) month work year shall be made by April 15 for the following summer.

9. Librarians may be assigned teaching responsibilities as part of their regular work assignments if so stated as part of their job description upon hiring. For librarians presently employed, acceptance of any teaching as part of their work responsibilities shall be voluntary.

10. For teaching responsibilities assigned to or voluntarily accepted by librarians, each contact hour shall be equated with work hours at the rate of 2.33 work hours for each contact hour, and the time so computed deducted from the thirty-five (35) hours per week.

11. As determined by the Director of Learning Resources, librarians shall be allowed a reasonable amount of time during working hours to sponsor student clubs and activities, and attend College Forum meetings, committee meetings, Association meetings, and college-sponsored activities.

I. Provisions for the counselor's work load shall be as follows:

1. The counselor's work year shall be the same as the teaching faculty's work year.

2. The counselor's work week shall be thirty-five (35) hours. In no circumstances shall a counselor be assigned classroom teaching responsibilities as a part of his regular work assignment.

3. The counselor's work load shall be assigned by the Director of Counseling and Testing; hours shall be assigned consecutively except for a lunch period of not more than one (1) hour unless otherwise arranged for with the Director of Counseling and Testing.

4. Assignments for summer counseling beyond the regular college year shall be arranged by the Director of Counseling and Testing. Counselors shall be reimbursed for summer employment at the weekly rate of 1/40 of their contractual salary.

5. When special assignments, such as evening counseling, Saturday testing or college nights are made, equivalent released time shall be arranged with the Director of Counseling and Testing.

6. Summer counseling assignments shall be made by April 15 and shall include pay for vacation days falling within a scheduled week.

7. As determined by the Director of Counseling and Testing, counselors shall be allowed a reasonable amount of time during working hours to sponsor student clubs and activities; to attend College Forum meetings and committee meetings, to attend Association meetings and college-sponsored activities.

F. Provisions for teaching faculty's work load shall be as follows:

1. The 1972-73 college calendar, except as herein provided for the Practical Nursing Department, shall be as set forth in Appendix A-1. Faculty members shall not be required to report for work during semester break and student recesses except as provided for in the calendar. There shall be no deviation from or change in the college calendar except by mutual agreement of the Board and the Association. It is understood and agreed that the calendar for the 1973 summer session and the calendar for the 1973-74 college year and the 1974 summer session, when negotiated, shall be included in Appendix A-2 of this Agreement. The calendar for the 1974-1975 college year and the 1975 summer session shall be negotiated by December 15, 1973.

2. An instructor's work week shall be defined as not more than the number of conference hours, the teaching contact-hour responsibilities, equated released time for carrying out professional duties, and the committee, faculty meeting, and departmental responsibilities agreed to herein.

3. The college day, with the exception of the final examination period and Commencement, shall begin at 8:00 a.m. and conclude at 10:00 p.m. Any extension of these hours shall be by departmental agreement.

4. When classes are team-taught, each instructor shall be credited with an amount of contact hours proportionate to the amount he teaches. The teaching of more than one course simultaneously shall be allowed only if the instructor volunteers in writing to accept such an assignment.

5. Interns working in any program shall not serve to increase the faculty member's teaching contact hour load.

6. A contact hour shall be defined as any regularly-scheduled fifty minutes of instructional activity.

7. The provisions for overload assignments shall be as follows:

   a. Overload shall be defined as either those contact hours which are in excess of one-half (1/2) the yearly maximum contact hours or those classes which are in excess of the maximum number of semester classes, except as provided for in G-18-e-2-g below.

   b. Except as provided for in F-18-e-2-g below, overload assignments shall be voluntary.

   c. Except as provided for in F-18-e-2-g below, compensation for an overload assignment shall be computed and paid during the semester in which it is undertaken.

8. The provisions for extra-duty assignments shall be as follows:

   a. Extra-duty assignments shall be defined as either:

      1. Summer school assignments.

      2. Off-campus assignments which are not undertaken pursuant to staff reduction or voluntarily substituted for an on-campus assignment after 5 p.m.

   b. Extra-duty assignments shall be voluntary.

   c. Compensation for extra-duty assignments shall be paid during the semester or summer session in which they are undertaken.

9. The clerical work responsibilities for teaching faculty shall be limited to:

   a. Maintaining class books.

   b. Filing grade reports each semester.

   c. Ordering necessary textbooks, teaching supplies, laboratory supplies and, if necessary, library materials.

d. Routine maintenance and clerical responsibilities will be required excluding, however, all maintenance jobs normally done by the maintenance staff including loading, unloading, and moving of equipment and supplies.

10. Discussion, dialogue, and consultation with individual students or small groups of students is an important part of a faculty member's responsibilities as an instructor. Although these special responsibilities are usually carried out in spontaneous conferences which precede or follow classes or which occur on an ad hoc basis, an instructor shall maintain some scheduled conference hours in his office so that students will be guaranteed set times for conferring with him. Provisions for these scheduled conference hours shall be:

a. Each full-time instructor shall schedule and maintain four (4) fifty (50) minute conference hours per week. These conference hours shall be scheduled at different times and shall be scheduled not more than two (2) on any single day, unless approved by the dean.

b. Each instructor shall post a schedule of his conference hours on or near his office door.

c. Part-time instructors shall maintain conference hours on the basis of thirty (30) minutes per course scheduled by appointment, and approved by the dean. Part-time A.D. Nurses are excluded.

d. Full-time instructors who are teaching over-load evening school and/or extra-duty classes shall make provisions for conferences with their students by appointment.

11. Department and discipline responsibilities shall be defined as:

a. Attending no more than one (1) meeting of the department per class week or fraction of class week, providing that such meeting shall be scheduled during the regular school hours. Attendance at any additional discipline or department meeting shall be on a voluntary basis. Part-time faculty are included in the terms of this requirement unless excused by their dean.

b. Participation in the scheduling procedures defined herein.

c. Serving on a voluntary basis on standing or ad hoc departmental and discipline committees.

d. Faculty members, on a rotation basis established by the Dean of Student Affairs, may be reasonably and equitably required to perform the usual professional duties during the regular college registration periods as specified in the college calendar.

12. Academic advising responsibilities shall be defined as each semester assisting students, who have been assigned to an instructor on an equitable basis, in the preparation of their semester schedule of courses in such a manner as to fulfill both the graduation requirements at this College and the entrance requirements of the senior institution to which they may be planning to transfer, and then formally approving of this schedule.

13. The contact hour work load for the college year for full-time instructors shall be as follows:

    a. Thirty-six (36) contact hours maximum/thirty (30) contact hours minimum for members of the following departments: Art [except for instructors teaching Fine Arts courses whose load shall be thirty-two (32) hours maximum/twenty-eight (28) hours minimum], Agricultural Technology, A.D. Nursing, Applied Power Technology, Industrial Technology, Music.

    b. Thirty-two (32) contact hours maximum/twenty-eight (28) contact hours minimum for members of the following departments or disciplines: Biology, Business, English, Foreign Language (normal language laboratory responsibilities shall not be considered fulfillment of contact hour responsibilities), History-Geography, Law Enforcement, Physical Education, Physical Science and Math, Social Science, and Speech.

        1. English 101 courses shall be equated as four (4) contact hours.

        2. Faculty members teaching courses falling within category B which have labs related to them, may have schedules established which will combine two or more lectures into one class, as determined by the dean based on their departmental practices during the 1970-1972 college years.

    c. For instructors teaching courses falling in both category A and B above, the contact hours required shall be prorated as to the contact hours taught in each area.

14. The maximum number of preparations per semester for full-time faculty members shall be as follows:

    a. A maximum of five (5) preparations for members of the following departments or disciplines: Agricultural Technology, Art [except for instructors teaching Fine Arts courses whose maximum course preparations shall be three (3) courses], and Music, except that such preparations shall include no more than three (3) academic courses.

b. A maximum of three (3) preparations for members of the following departments or disciplines: A.D. Nursing, Applied Power Technology, Business, English, History-Geography, Industrial Technology, Law Enforcement, Physical Education, Physical Science and Math, Social Science, and Speech.

c. A maximum of two (2) preparations for members of the following departments or disciplines: Biology and Foreign Language.

d. The maximum number of preparations may be exceeded with the instructor's written approval, or, if necessary, in order to meet the work load requirements provided for herein.

15. The maximum number of classes per semester for full-time faculty members shall be:

a. A maximum of nine (9) classes for members of the Reading discipline.

b. A maximum of eight (8) classes for members of the Physical Education discipline.

c. A maximum of six (6) classes for the following departments or disciplines: Art, [except for instructors teaching Fine Arts and Advertising and Design courses whose maximum number of classes shall be five (5)], and Music, including no more than three (3) academic courses.

d. A maximum of five (5) classes for members of the following departments or disciplines: A.D. Nursing, Ag Technology, Business, English, History-Geography, Law Enforcement, Social Science, and Speech.

e. A maximum of four (4) classes for members of the following departments or disciplines: Applied Power Technology, Foreign Language, and Industrial Technology.

f. A maximum of three (3) classes for members of the following departments or disciplines: Biology and Physical Science and Math [except for mathematics instructors, who shall have a maximum class number of four (4)].

g. One additional class may be assigned upon the instructor's written approval or in accord with F-18-c-2-g below, provided that the instructor's yearly work load shall not include a number of classes in excess of twice the maximum number of classes per semester. The maximum number of classes per year may be exceeded with the instructor's written approval.

16. The maximum class size for each offering shall be determined each year by a two-thirds (2/3) vote of the respective departments and shall be turned in with the schedule of departmental offerings for the following semester. These maximum class sizes shall then become departmental

policy and any deviations from this policy shall be allowed only with the written permission of the instructor involved. In no case, except with the consent of the appropriate dean, shall class size maximums be lower than 1969-70 class size maximums. In one-man departments, the maximum class size shall be determined mutually by the department member and the appropriate dean. Class size for any course not previously offered shall be determined by mutual agreement between the dean and the respective department, employing past departmental policies as a guideline.

17. Experimentation by the individual instructors, or departments, in class size, laboratory contacts, methods of instruction and media shall be encouraged.

18. The provisions for scheduling shall be as follows:

    a. The basic principle of scheduling is to provide for the effective and orderly matching of student needs and use of instructional staff. The scheduling process shall not incorporate the principle that faculty members should be on campus a particular number of hours per day or per week.

    b. In order to determine schedules, departments shall be allotted the same number of rooms and types of facilities which were available to them during the 1971-72 college year; the appropriate dean shall make the final determination when conflicts arise.

    c. The scheduling process shall be composed of the following three stages:

        1. Initial determination of the yearly departmental offerings.

        2. Composition of individual schedules.

        3. Revision of departmental and individual schedules during the college year.

    d. The initial determination of all yearly departmental offerings (including summer school), the number of sections which shall be offered, and the times when the sections shall be offered, shall be made during the spring semester prior to advance registration by the appropriate deans and the respective academic coordinators. If the dean and coordinator do not agree, the dean shall notify the coordinator of this fact and the reasons why in writing. In cases where agreement cannot be reached, the dean shall have the final authority to set the schedule. The determination of the schedule shall be based on the following:

        1. Prior consultation with the department members by the coordinator.

        2. Past course offerings modified by anticipated student enrollment and past interdepartmental conflicts.

3. Special requests from other departments for special course offerings as communicated from coordinator to coordinator.

4. An attempt to allow students to follow the suggested schedule for programs outlined in the catalogue.

5. The offering of sufficient courses within a department to allow instructors to fulfill semesterly work load obligations, except that where past enrollment patterns within a department would prevent this in the spring semester, then the fall and spring semester offerings of that department may be appropriately imbalanced.

6. An endeavor to offer a full schedule of freshman-sophomore level courses beyond the basic departmental course offerings; such endeavor shall be based on the traditionally-offered specialized courses and new courses approved by the Curriculum Committee.

e. Prior to the spring semester advance registration, the yearly schedules of individual instructors shall be mutually composed by the respective coordinators in consultation with members of their department in regular departmental meetings by established departmental decision-making processes.

1. Said schedules shall be subject to the final approval of the appropriate dean. This approval shall not be denied unless the dean discovers that these schedules, either collectively or individually, are not in accord with the provisions herein. The dean shall in writing identify and explain such findings and shall instruct the appropriate departments to mutually modify such schedule in accord with his findings.

2. The guidelines for composing individual schedules within the departments shall be as follows:

a. The Association President, the Professional Negotiations Committee of no more than five (5) individuals, and Professional Rights and Responsibilities chairman shall submit a schedule of their choice each semester to their respective departments. These schedules shall meet the yearly work load provisions in this Agreement. No extra-curricular activities shall be assigned to these individuals except upon their written request.

b. No classes shall be scheduled for 11:00 a.m. Friday.

c. Whenever possible, it is suggested that if two sections of a class are offered, then one of these sections shall be scheduled to meet after twelve noon.

d. When multiple sections of a class are offered, such offerings shall be scheduled so as to reflect:

1. Student's preference for hours in which classes are offered.

2. Sections of classes and days of the week submitted by individual instructors.

3. Number of rooms available in physical facilities.

e. Whenever possible, an individual instructor should not have more than two lecture classes scheduled back-to-back on the same day.

f. Whenever possible, instructors attending classes at other institutions of higher learning shall be given consideration in arranging their schedules.

g. An instructor's schedule may be imbalanced under the following conditions:

1. Pursuant to the implementation of semester imbalancing (section F-18-d-5) and/or class cancellation (section F-19-a-1).

2. To include departmental overload offerings which have been either voluntarily accepted or departmentally assigned in accord with section F-18-e-2-h below.

3. If necessary to prevent an instructor from teaching a minimum yearly contact hour load while teaching less than the maximum class load in either or both semesters.

h. Departments shall have the obligation to respond to the implementation of semester imbalancing as per section F-18-d-5 and scheduling of additional classes as per section F-18-f-1-b. If possible, this obligation may be fulfilled through instructors voluntarily accepting such assignments. If there are not enough volunteers, then the departments shall assign such work loads through a rotational system, based on seniority and developed by the respective departments, that would be equally applied over the years.

i. An instructor who voluntarily agrees to take an on-campus class which meets after 5 p.m. as part of his regular schedule shall be given first choice in establishing the day courses within the limitations of their discipline and the established schedule as set. This section shall not apply to instructors volunteering for a class commencing after 5 p.m. after the initial schedule has been prepared.

j. Any faculty member accepting an assignment after 5 p.m. voluntarily, shall not have his proposed schedule disapproved by the dean or the coordinator solely because it does not reflect a schedule covering five days.

k. Instructors who volunteer or who are assigned a course after 5 p.m. as a part of their regular work load, may voluntarily substitute an off-campus course for said course.

f. Provisions for revising departmental and individual schedules after the final determination of such schedules shall be as follows:

1. Fall and spring schedules may be revised by:

a. Class cancellation policies provided for in sub-paragraph F-19 below.

b. Additional offerings as determined by the appropriate deans and respective academic coordinators after advanced registration in the affected semester.

c. Mutual agreement between the dean, the academic coordinator and an instructor through the regular registration period.

2. Summer session schedules may be revised by implementation of the class cancellation provisions in Section Two of this Article or by mutual agreement between the dean, the academic coordinator and the affected instructor.

19. Provisions for class cancellation shall be as follows:

a. Classes having fewer than eleven (11) students at the end of the regular registration period may, at the discretion of the respective deans, be cancelled. The faculty member thus affected may be assigned substitute responsibilities as provided below:

1. If said instructor's schedule includes an overload class, then this overload class shall be substituted for the cancelled class.

2. During the fall semester, he may be assigned either a substitute class during the spring semester or he may be assigned a professional duty assignment as determined by the appropriate dean; if there is not an available class scheduled during the spring semester to substitute for the cancelled fall class, then the instructor may be assigned an available fall class.

3. During the spring semester, he may be assigned a professional duty assignment as determined by the appropriate dean.

4. Professional duty assignments shall be supervised by the appropriate academic coordinator and shall include one or more of the following professional duties which shall be carried out during the hours of the cancelled class time. Professional duties are:

   a. additional advising

   b. recruiting

   c. enrollment trend studies

   d. discipline work

   e. curriculum research

   f. lab-equipment upkeep

   g. developing education materials

   h. job-placement

   i. follow-ups

   j. school visits

   k. or other mutually agreed upon professional duties, including the assignment of a new or previously scheduled day school or on-campus evening school class.

b. Classes having fewer than eight (8) students at the end of the drop and add period as specified in the college calendar may be cancelled subject to the above provisions.

G. Academic Coordinators provisions:

1. Academic Coordinators shall be elected by their respective areas at a regularly-scheduled department meeting. The Academic Coordinators shall be elected for one year and may be re-elected for one more year.

2. Academic Coordinators shall have the right to resign from their position. However, if the resignation occurs during a semester, a professional assignment mutually arrived at between the Academic Coordinator and the respective dean shall replace the reduction of class load for the duration of that semester. The affected area shall then elect a new coordinator who will be paid on an overload basis for the duration of the semester in direct ratio to the amount of administrative released time established for the previous coordinator.

3. Academic Coordinators, although having administrative released time during the elective term of office, retain their instructor status with all the rights, privileges and benefits of full-time faculty members.

4. The areas set forth in Appendix L, Paragraph G-1 shall elect Academic Coordinators from the teaching faculty.

5. An Academic Coordinator shall have twenty-five (25%) per cent administrative released time based upon the maximum yearly load established for such discipline. If the twenty-five (25%) per cent figure cannot be reached exactly due to the variations in class hour credit, such Academic Coordinator shall be paid at his regular salary rate for the released time less the twenty-five (25%) per cent.

H. Special additional provisions for nursing faculty shall be that:

1. The normal load for instructors in the Practical Nursing Department shall be seven (7) hours per day, five (5) days per week, for forty-seven (47) weeks; the work schedule shall be determined by the Chairman of the Practical Nursing Department.

2. The normal work year for instructors in the A.D. Nursing Department shall be two (2) semesters plus a six (6) week summer session for those so assigned.

I. Faculty members teaching high school level programs shall have a maximum of twenty-five (25) contact hours per week.

J. A field trip shall be defined as any educational activity which requires students and faculty members to leave the campus.

1. If requested, the College shall supply transportation for all such trips, if such transportation is available.

2. Mileage shall be reimbursed at the rate agreed to herein.

3. Upon the filing of a travel voucher, the College shall continue to provide travel-accident-liability insurance whenever the faculty member is required to drive on such college business.

4. It is understood that if students provide their own transportation, there is no travel-accident-liability coverage provided by the College to the student or any of his passengers.

K. Academic freedom provisions:

1. Educational institutions must be dedicated to serving the community. The free search for truth and its proper dissemination is a fundamental part of this service. Academic freedom is essential to both teaching and research, and protects the rights of the faculty member and the student. The basic right to academic freedom carries equally major responsibilities.

2. The instructor shall have the freedom to present subject matter and report the truth as he sees it both in the classroom and in reports of research activities.

ARTICLE VI
Section Two: Summer School and Off-Campus Programs

A. The total college program should reflect the College's commitment to its philosophy of serving the community with a well-rounded curriculum consistent with the overall College program and policies. Thus, the formulation, scheduling and staffing shall be determined by the provisions of this section.

B. Program formulation:

1. The basic outline shall be the joint responsibility of the Dean of Vocational-Technical Education, the Dean of Liberal Arts, and Director of Admissions.

2. Individual departments and/or individual instructors reserve the right to recommend any additional courses beyond the basic outline.

3. For the benefit of the students, every effort shall be made to offer the basic required courses each semester and each summer session.

C. Evening school scheduling and off-campus:

1. Evening school and off-campus schedules shall be established at the same time as the day school schedule.

2. Each class including final exam shall meet the time equivalency of sixteen (16) full weeks of day school. If, except as provided for in Article VIII, Section Two, A-6, because of illness or other leave defined herein, it becomes impossible to make-up missed time, salary shall be proportionately reduced.

D. Summer School Scheduling:

1. Beginning and ending dates of summer school are to be indicated on the College Calendar.

2. If the Fourth of July and/or Labor Day fall on days that classes are scheduled, the classes shall not meet but both students and instructors shall be given credit for having met.

E. Staffing of summer school, off-campus and overload after 5:00 p.m.:

1. Summer school, off-campus classes and overload after 5:00 p.m. shall be staffed on a voluntary basis from the full-time faculty who regularly teach these classes, except as provided for herein. Staffing shall be determined at the same time schedules are determined. The exceptions to these provisions are:

   a. When no full-time instructor volunteers for the class.
   b. When a specialized class is offered which requires professional resource personnel other than those within the department.
   c. An instructor is offering a special class within his subject-matter field.

2. All full-time instructor staffing assignments are to be determined on a reasonable and fair rotation system established by the individual departments which shall take into consideration professional competence, seniority, and interest

F. Provisions for class size for off-campus courses, summer school, and overload assignments after 5:00 p.m.:

1. The maximum class size for off-campus, summer school, and overload after 5:00 p.m. shall be the same as those established by this Agreement for regular college classes.

2. Minimum class size (N) for off-campus, summer school, and overload after 5:00 p.m., shall be determined in accord with the following formula:

a. $$N = \frac{\text{Instructor's salary for the course (not including fringes)}}{\text{State aid per student for such course} + \text{In-district tuition per student for such course}}$$

N shall be rounded to the nearest tenth.

The dean may cancel any course where the number of students does not meet the above formula, except as provided below.

b. In the event that insufficient students elect to take such course, the instructor may voluntarily accept such course and his salary shall be determined as:

$$\text{Instructor's salary for the course (not including fringes)} \times \frac{\text{number of students}}{N}$$

c. If an instructor is teaching more than one course during the summer, off-campus, or overload, the number of students for class size cancellation shall be determined as:

$$N = \frac{\text{Total number of students in two or more sections}}{\text{Total minimum number of students for each section determined in accordance with paragraph a. above.}}$$

G. Schedules and salaries for the non-college credit Adult Education Programs are to be determined by the Director of Continuing Education.

H. Compensation, at the proportional rate, shall be paid for one regular meeting of any night school, off-campus or summer school class which is cancelled after the first meeting.

I. Mileage shall be paid at the standard rate of the College District.

ARTICLE VI
Section Three: Teaching Environment, Equipment, Supplies

A. The Board shall continue its efforts to maintain adequate teaching facilities and equipment for each instructor. In addition to standard classroom and laboratory equipment, the following equipment shall be provided as a number one priority as funds become available and adequately maintained through general expenditure funds:

1. One (1) fully operational ditto machine for each department. A reserve machine shall be available as temporary replacement for any non-operational machine.

2. One (1) overhead projector, with cart, and permanent screen for each lecture room.

B. The Board will continue its efforts to maintain adequate office facilities and equipment with a minimum of the following per each faculty member:

1. One (1) large desk and desk chair and one (1) visitor's chair.

2. Two (2) file cabinets at least one (1) of which shall have a lock and one (1) six or more shelved bookcase.

3. One (1) fully operational typewriter for each office with a maximum of three instructors per machine within an office.

4. One (1) telephone extension for each individual office.

5. Requisitions for office supplies shall be filled; unfilled requisitions shall be returned within five (5) days with explanation attached.

6. Shades and/or draperies for windows.

C. The Board will continue its efforts to maintain adequate office and teaching areas. A procedure shall be established between departments and deans which will permit faculty to participate in the study, formulation, and recommendations for the purpose of improving these areas within budgetary limitations. These recommendations shall include a priority rating for inclusions in budgetary considerations. Faculty members' offices shall, if necessary, be shared conveniently by no more than three (3) faculty members.

D. Each faculty member is entitled to have in his immediate possession and without charge or deposit, a key to his office and a key to a door of the building in which his office is located.

E. The Board shall provide maintained parking space free of charge for all full-time and part-time faculty members.

F. The services of the College duplicating facilities shall continue to be made available to faculty members.

ARTICLE VII

FACULTY COMPENSATION

Section One: Salary Schedule and Special Provisions

A. The salary schedule for the 1972-73 college year through summer session of 1973 is published in Appendix H-1. The salary schedule for the 1973-74 college year through summer session of 1974 is published in Appendix H-2, subject to the provision that the Board or Association shall have the right to reopen this Agreement for the purpose of negotiations in regard to the 1973-74 base salary on or after June 1, 1973 upon thirty (30) days written notice served by either party on the other party.

B. Determination of years of experience credit shall be as follows:

1. Full credit for the first five (5) years of equivalent teaching and/or non-teaching experience.

2. Allowance of one (1) additional year shall be granted for each additional block of two (2) years equivalent teaching and/or non-teaching experience to a maximum of eight (8) years.

3. The standard for evaluating the equivalency of graduate assistant or fellowship experience for all new faculty hired after June 1970, shall be the granting of no less than one (1) year of credit on the salary schedule for each twenty-four (24) contact hours of experience. Credit for non-contact hour graduate assistantships held by librarians and counselors shall be granted on the basis of no less than one (1) year of credit on the salary schedule for each full nine (9) months of such experience for such personnel hired after the effective date of this Agreement.

4. No provision in this paragraph is intended to alter the experience credit of any faculty member employed prior to the effective date of this Agreement.

C. Determination of credit hours beyond the MA/MS level shall be as follows:

1. Hours are to be computed on a semester hour basis.

2. All graduate-level courses completed after the granting of the MA/MS degree beyond those specifically used for the fulfillment of the MA/MS degree shall be considered appropriate courses for the granting of credit, providing these courses are in either the teaching field, cognate field, or higher education. This provision shall not be retroactive; that is, the credit granted to instructors under the 1970-1972 agreement for courses beyond the MA/MS shall not be diminished.

3. Credit for non-credit institutes and workshops shall be granted on the basis of one (1) full week of participation being equal to one (1) semester hour of credit. Such institutes or workshops must be affiliated with or sponsored by a university or a nationally-recognized sponsor and must be in either the instructor's teaching field, a cognate field, or higher education. Granting approval for credit shall be administered by the appropriate Dean. This provision shall be retroactive for computing credit. However, no retroactive salary adjustments shall be made.

D. Librarians' salary for those on a twelve month contract shall be computed by multiplying their normal year's pay as instructors times 1.30. Librarians' salary for those on a teaching faculty's work year with an assigned summer work period shall be computed by multiplying their normal year's pay as instructors times 1.15.

E. Practical Nursing instructor's salary shall be computed by multiplying their normal yearly pay as instructors times a 1.20 factor.

F. Associate Degree Nursing instructor's salary shall be computed by multiplying their normal yearly pay as instructors times a 1.15 factor for those assigned summer instructional responsibilities.

G. Salary Payment: The salary of each instructor shall be paid on a bi-weekly basis. The first Friday of the fall term shall be used as the guide date. The faculty member shall upon written notice have the option of receiving such payment in twenty (20) or twenty-five (25) payments. When a normal pay day would occur on a day when school would not be in session, such pay day shall be the last day of classes.

H. Faculty members shall be permitted, without charge, to attend all college-sponsored functions by showing proper identification. A faculty member may have one other person accompany him to any such activity without charge. This shall not include performances of the International Symphony and Little Theater.

I. A scholarship will be awarded to any faculty member, spouse, or dependent children thereof who enroll in college credit or adult education courses if there are enough other paying students to warrant the continuing of the class. Such faculty member, spouse, or dependent children will pay the normal fees.

J. All faculty and retired faculty members shall be given a fifteen percent (15%) discount on all purchases from the College Bookstore.

K. The Board shall arrange to provide free flu shots, if desired, and when available, and the TB tests as required, and under past established practices. If a program of voluntary, free physical examination is established by the Board, then instructors may, if they so desire, take advantage of said program.

L. Travel Reimbursement: The rate of reimbursement for approved travel shall be as follows:

1. By car, twelve cents (12¢) per mile, not to exceed first-class air rates or number two below.

2. By commercial carrier, the actual cost.

M. The Board shall provide each department with a travel and conference fund in the amount of $75.00 for each full-time faculty member. Said fund shall be administered by procedures and policies established democratically by the department, providing that these procedures and policies are not inconsistent with the terms of this Agreement.

N. Part-time faculty members shall be placed at the appropriate step of the salary schedule upon hire, as determined in part B of this section. Beginning with the effective date of this Agreement, part-time faculty shall advance on the salary schedule after teaching contact hours equivalent to a one-year academic load for the discipline in which they instruct. If more than maximum discipline hours are taught each year, only one year of increase will be allowable for advancement on the salary schedule.

ARTICLE VII

Section Two: Compensation for Extra Duties

A. Compensation for overload, extra-duty classes, and part-time shall be computed as follows:

1. For the term of this agreement, compensation for the above described duties for instructors falling in the 30-36 hour range (Article VI, Section 1, Paragraph F-13-a.) shall be as follows:

$$\text{Salary} = \frac{\text{Contractual Salary}}{36} \times \text{Contact Hours} \times 72.5\%$$

2. For the term of this agreement, compensation for the above described duties for instructors falling in the 28-32 hour range (Article VI, Section 1, Paragraph F-13-b.) shall be as follows:

$$\text{Salary} = \frac{\text{Contractual Salary}}{32} \times \text{Contact Hours} \times 72.5\%$$

3. English 101 courses taught as extra-duty assignments or by part-time instructors shall be computed as only three contact hours.

B. Nursing instructors' summer school assignments are provided for in Section One of this Article and are therefore excluded from the above extra-duty formula.

C. Compensation for coaching assignments and special activities:

Head Basketball	$1,200
Assistant Basketball	600
Head Baseball	1,200
Assistant Baseball	600
Swimming	600
Golf	600
Tennis	600
Cross Country	600
Intramural Director	1,000
Cheerleader	500
Foreign Student Adviser	500
Drama Director	500
Assistant Drama Director	250
Debate	500
Director of College Singers	500

D. Academic advisers during the summer shall be paid $5.00 per hour.

ARTICLE VII
Section Three: Insurance

The Board agrees to furnish to all full-time faculty members the following insurance provisions:

A. Life Insurance: The Board shall provide $10,000.00 group term life insurance plus $10,000.00 Accidental Death and Dismemberment for each faculty member: the carrier shall be selected by the Board and the premium thereon less any dividend that may be payable on said policies shall be paid by the College. Benefits shall be payable to the employee's designated beneficiary. Carrier selected by the Board shall provide for continuation of a percentage of above group coverage at group rates to be paid by the retiree.

B. Group Health Insurance:

1. The Board shall provide all full-time faculty full family coverage under the MVF Blue Cross - Blue Shield Master Medical plan for the duration of this agreement for each member of the faculty.

2. In lieu of the coverage stated herein to be provided by Blue Cross - Blue Shield Master Medical, the faculty member may elect to apply towards Michigan Education Special Services Association Hospitalization and Super Medical the equivalent dollar amount of the monthly cost to the College were such faculty member then enrolled as the beneficiary of contributions for those services and benefits provided by Blue Cross - Blue Shield Master Medical, not to exceed the cost of Michigan Education Special Services Association Hospitalization and Super Medical.

3. A faculty member desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto may arrange for a payroll deduction to cover the costs thereof. The College will make such payroll deductions to cover such costs, but the College shall not be responsible for lack of coverage resulting from faculty members' errors or failure to notify the Business Office to make deductions.

C. Liability Insurance: The Board shall continue to provide liability insurance for the faculty.

D. Disability Insurance: The College shall provide disability income insurance for each full-time faculty member and pay the net premium therefore; said disability insurance to provide benefits up to 60 percent of the regular faculty member's salary excluding bonuses, overtime and fringe benefits, to a maximum of one thousand dollars ($1,000.00) per month up to age 65. Coverage is to start 180 calendar days from initial disability. No new faculty member will be covered until one month of continuous active employment has been completed. All faculty members, before being entitled to participate, shall sign an enrollment card during such time that he is in the active employment of the College. The disability coverage as defined above shall be reduced by the total of the following:

1. Any salary continuation received by the employee from the employer.

2. Any work related benefits received from other group insurance disability benefits.

3. Any retirement benefits receivable under the group plan.

4. Any disability benefits received under Social Security excluding any increases in benefits commencing twelve months or more after initial total disability.

5. Any benefits receivable under Workmen's Compensation or state disability benefit laws.

E. The Board agrees to make available, any presently-approved tax-sheltered annuity program as set forth in Article IV to all full-time faculty members desiring to participate in such program on a voluntary basis according to the rules and procedures in effect.

ARTICLE VIII

LEAVES-OF-ABSENCE

Section One: General Provisions

A. Application for short-term leaves of absence, except for emergency illness, shall be submitted to the appropriate dean on the "Personal Leave Form" found in Appendix I. In all instances, except in case of an emergency, approval must be obtained prior to the absence. Applications shall be submitted to cover emergency absences, except for illness, as soon as feasible.

B. Applications for extended absence or military leave shall be submitted in writing to the Board and shall be subject to approval by the Board in accord with provisions herein. A statement from a physician in cases of extended illness or maternity may be requested by the Board at the faculty member's expense.

C. If, for an appropriate reason, it is necessary to reduce an instructor's salary because of a contractually unjustifiable absence, such deduction shall be computed at the rate defined in Appendix L, Paragraph E., per full day of absence.

D. In any case where a faculty member is absent from his employment by reason of an injury compensable under the Workmen's Compensation Act, such employee shall be paid the daily amount actually earned minus the amount of daily compensation received under the Act. Leave time under the Act shall be deducted from the employee's leave time, in proportion to the daily amount paid by the College.

E. Leave time shall be deducted only for an absence which occurs on a day for which a faculty member would normally be paid.

F. It shall not be considered an absence when any faculty member is on college business requested and approved by the College, including court appearance and legal consultation required as a result of college employment.

G. Return to duty will always be contingent upon the availability of a position for which the faculty member is qualified. Placement for the returning faculty member will be given priority over new personnel, and faculty members with less seniority at the College. The faculty member has the option to return to his former position, if the position still exists.

ARTICLE VIII
Section Two: Short-Term Leaves-of-Absence

A. The provisions for sick leave shall be:

1. At the beginning of each college year, each instructor shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the instructor.

2. The unused portion of these sick leave days may accumulate up to the time disability insurance becomes effective.

3. The Board shall furnish a written statement at the beginning of each college year setting forth the total of sick leave credit.

4. A bank of sick days equal to three (3) times the number of full-time instructors shall be established annually, non-cumulative, to be used for illness beyond the accumulated sick leave of an individual instructor up to the time disability insurance becomes effective. This bank shall be administered by a committee appointed by the Association President. This committee shall notify, in writing, the College Business Office of days used from this bank. The rules and procedures for administering the sick leave days in the bank shall be nondiscriminatory for all faculty members and are provided in Appendix M of this agreement.

5. Any accumulated sick leave days by individual faculty presently employed by the College shall be carried forward and applied to this plan.

6. The Board shall provide non-cumulative short term sick leave for part-time instructors and for full-time instructors teaching extra-duty assignments or overload assignments after 5 p.m.

   a. For instructors taking extra-duty or overload assignment after 5:00 p.m. such sick leave shall be limited to one night for each night per week that such class meets, per semester.

   b. For instructors teaching in summer school, sick leave shall be limited to one calendar day per session, non-cumulative, beyond which classes shall be made up or salary reduced proportionately.

   c. For part-time instructors, yearly sick leave shall be limited to the percentage of ten days that the number of yearly hours taught bears to the total yearly contact hour load for such position.

B. Faculty members must, under established procedures, report illness. Further approval is not necessary to the extent that accumulated leave time is available.

C. When dental or medical attention cannot be scheduled outside of school time, necessary time off shall be granted and deducted from accumulated sick leave. A minimum of one-half (1/2) day will be deducted.

D. Non-cumulative paid personal leave shall be granted upon application to the appropriate dean for the purpose listed below and to the extent indicated. Maximums indicated are for each occurrence.

1. Illness of a member of the immediate family which requires the presence of the faculty member as determined by a consulting physician. Immediate family shall include: mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, and daughter-in-law. Up to five (5) days per year maximum.

2. Death in the immediate family. (Same definition of immediate family as above). Up to five (5) days per year maximum.

3. Personal business, one (1) day per year.

4. Upon application to the appropriate dean, personal leave days shall be granted for the reasons listed below. The maximum yearly number of such paid personal leave days granted to an instructor shall be no more than two (2) days. Additional leave time requested for the below reasons, providing that such additional leave does not exceed the maximums indicated, shall be chargeable to sick leave.

   a. Death of a member of the non-immediate family. Up to three (3) days.

   b. Death of a close personal friend. One (1) day.

   c. Court subpoena or summons. As required by the court.

   d. Graduation of the faculty member, spouse, son or daughter. One (1) day if in Michigan, or up to three (3) days outside of Michigan.

   e. Marriage of the faculty member, son or daughter. One (1) day.

E. Instructors may be asked to explain the reason for any personal business leave requested for a day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

ARTICLE VIII
Section Three: Long Term and Military Leaves-of-Absence

A. Extended illness: Request for this type of leave may be initiated by the faculty member, or by the President for the faculty member, where an extended physical or mental illness precludes performance of assigned duties. Such leave shall be granted for a maximum of one year after all accumulated leave has been used. No increment credit is allowed during the leave. Assistance will be provided in the obtaining of a disability retirement under the Michigan Public School Employees Retirement Fund or the Federal Insurance Contributions Act where the faculty member is eligible for such benefits and desires to apply for disability retirement. Two extensions, subsequent to the original leave, may be requested, however the faculty member waives the right to job assignment when requesting a leave extension.

B. Maternity: Request for this type of leave must be made at least five (5) months prior to the expected birth of the child, or faculty member's adoption of a child, or the acquisition by a faculty member of a family by marriage, unless this requirement is specifically waived by the President of the College. Except in case of emergency, employment may continue with the doctor's written permission stating that the faculty member is physically able to perform her duties. No increment credit or use of leave is allowed for this type of leave. A maternity leave is limited to one college year, following the birth of the child, or adoption, or the acquisition of family by marriage. Return to duty will be requested by the faculty member sixty (60) days before expiration of her intention to return as agreed, or a request in writing for an extension of the leave time to the President. If she remains on leave more than two (2) years, she forfeits continuing status, although she need only be on probationary status one (1) year after return. College instructors are encouraged to begin and end maternity leaves at the beginning of the college year or at semester end, when not in conflict with provisions of the agreement, to avoid unnecessary faculty changes for students.

C. Advanced Study: An unpaid leave-of-absence of up to one year may be granted to any continuing-status faculty member. Applications for such leave should be submitted on or before May 1 of the preceding college year. No more than two members of the total faculty shall be granted leaves-of-absence for this reason in any one year. Priority shall be given to faculty members requesting a second consecutive year of leave for advanced study. Advanced study must increase the faculty member's teaching competency and be accomplished in a suitably accredited college or university or approved course in a military school. Upon return from such a leave, a faculty member shall be placed at the same position on the salary schedule that he would have been placed had he taught in the College during such period.

D. Overseas Teaching: An unpaid leave may be granted for one tour of duty served in an overseas teaching assignment. Upon return from such leave a faculty member shall be placed at the same position on the salary schedule that he would have been placed had he taught in the College during such period.

E. Peace Corps: An unpaid leave may be granted for one tour of duty served as a member of the Peace Corps. No increment credit shall be allowed.

F. Political: An unpaid leave may be granted for the period of campaigning for political office or for actual service in a full-time political office. No increment credit will be allowed. No leave time shall be deducted.

G. A military leave shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crisis or emergencies. Upon return from such leave, in accordance with the requirement of such applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period. When a faculty member must take temporary military leave (not to exceed fourteen college days) during the contractual period, he shall notify the appropriate dean at least thirty days prior to the beginning of such leave. The faculty member shall not be compensated by the Board during the time such military leave is in effect.

H. Sabbatical Leaves: Sabbatical leaves shall be granted according to the following provisions:

1. Sabbatical leave shall be interpreted as leave from duty granted to any faculty member after six (6) years of active service at St. Clair County Community College and/or Port Huron Junior College for purpose of improving instruction. Sabbatical leave may be granted for one (1) year or for one (1) semester.

2. Leave granted for professional study, for work on publication, for travel, or for travel combined with study, or for any other reason which, in the opinion of the President, will improve instruction at the College or will improve the efficiency of the faculty member shall be considered consistent with the purpose of Sabbatical leave.

3. Remuneration to faculty member granted Sabbatical leave shall be at the rate of one-half the salary to be received at the time the leave begins for one year or full pay for one-half year; remuneration shall also include insurance benefits.

4. Not more than two members of the faculty shall be granted Sabbatical leave in any one year.

5. In determining his recommendations on requests for Sabbatical leaves, the President shall consider the following items:

   a. The extent of the applicant's professional study, growth, contribution and successful service during the applicant's employment with St. Clair County Community College or Port Huron Junior College.

b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

c. The length of uninterrupted service at St. Clair County Community College and Port Huron Junior College.

d. Reasonable and equitable distribution of applicants among the divisions and departments of the College.

6. A faculty member granted Sabbatical leave shall not engage in remunerative work while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are excepted.

7. A faculty member who receives a Sabbatical leave shall return to the College for a period of two (2) years or refund the salary received during the leave period. Promissory notes will be signed and returned to the signer on a prorated basis. Promissory notes will be signed by the faculty member at the time Sabbatical leave is granted. One note will be signed for half of the salary to be received during such leave and made payable one month after the faculty member is scheduled to return to the College. This note will be returned to the faculty member without any interest cost when the faculty member returns to the College. The other note will also be signed for half of the salary to be received during such leave and made payable one year and one month after the faculty member is scheduled to return to the College. This note will be returned to the faculty member without any interest cost when the faculty member returns to the College for the second year following his Sabbatical leave.

8. Sabbatical leaves shall be requested at least one semester before the effective date.

I. Faculty members on long term leaves other than sabbaticals, which are herein specially provided for, may arrange to have the College continue to pay their medical and life insurance premiums during their leaves; such arrangements will provide for repayment of such premiums by the faculty member on a monthly or quarterly basis.

J. A leave of absence of up to one (1) year shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. The Board may extend such leave beyond the one (1) year limit if it so desires. No increment credit will be allowed for such leave. Return to duty will always be contingent upon the availability of a position for which the faculty member is qualified.

K. If a faculty member is called upon to serve on jury duty during the contract period, and cannot be excused from such service, the Board agrees to pay such faculty member the difference between his contractual salary and the jury duty pay. Excuse from jury duty may be requested by the College upon notice from the faculty member that he has been called upon to serve for jury duty.

ARTICLE IX

GRIEVANCE PROCEDURES

A. Purpose: The primary purpose of these procedures is to secure equitable solutions to grievances in an orderly and expeditious manner.

B. General:

1. The Association, in any grievance proceedings, shall have the right to represent any faculty member upon the request of that faculty member or to be present at any formal grievance hearing whether representing the employee or not.

2. The faculty member may not be represented by an officer, agent, or any other representative of any organization other than the Association.

3. The Association shall have the right to process a grievance beginning at the informal level.

4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants and shall be available to the Association, and shall be destroyed after statutory limitations.

5. Copies of determinations of formal grievances shall be provided to the faculty member and/or the Association.

6. A grievance may be withdrawn at any step of the procedure without record or prejudice.

7. In order to preserve confidentiality, all hearings, except at the final two steps of the formal level, will be continued in private.

8. Records and/or information necessary to the processing of a grievance shall be made available to the faculty member and/or the Association.

9. All grievance claims shall be processed through all levels and steps of the procedure in the sequence and manner indicated.

10. Failure of the faculty member or the Association to appeal in writing any determination within ten (10) college days of the time that it is made shall be deemed to be incontestable evidence that the grievance has been settled satisfactorily; lack of response within ten (10) days at any formal level by an administrator shall concede the grievance.

11. Time limits in the article may be extended by mutual consent of the Board and the faculty member or Association. Such consent will not be unreasonably withheld.

12. No terms can be added to or subtracted from this Agreement, nor any provision changed, by the grievance procedure.

13. If the grievance is filed on or after ten (10) college days before the end of the second semester, every effort will be made to process the grievance prior to the close of the college year.

14. The Board shall provide all necessary forms for the processing of a grievance. (See Appendix K for Grievance Forms)

15. Representatives of the Association shall meet at least monthly with the President of the College and/or other designated representatives of the Administration for informal discussion of grievances.

C. Definitions:

1. A grievance is a claim or complaint by a faculty member, group of faculty members, or the Association as to the application or interpretation of this Agreement (either as to the meaning of its terms, or as to the rights of either party under these terms, or as to the justification of action taken under these terms.)

2. The "aggrieved person" is the faculty member making the claim.

3. The term "faculty" includes any individual or group of individuals, represented by the Association, or the Association itself.

4. A "determination" shall be the informal or formal decision of the Board representative at any level or step of the procedure.

D. Informal Level:

This is a professional step taken informally by the individual faculty member and/or the Association Representative through meeting with the appropriate Dean to discuss a grievance. This meeting shall take place within five (5) college days of a request for the meeting. No written record of the determination is required, unless requested by the faculty member and/or Association.

E. Formal Level:

Step 1: All formal grievances shall be filed in writing and submitted to the President after completion of the informal level.

A formal grievance must be made within thirty (30) college days of the occurrence of the event or condition causing the grievance. Within ten (10) college days of receipt of the grievance the President shall cause to be held the necessary hearings and shall issue a written determination.

Step 2: Appeal from the determination of the President at Step 1 may be made by presenting a written appeal to the Secretary of the Board. The Chairman of the Board shall appoint a committee from the Board to hold the necessary hearings and issue a written determination within ten (10) college days of receipt of the appeal.

Step 3: Appeal from the determination of the committee of the Board at Step 2 may be made by presenting a written appeal to the Secretary of the Board. The Board shall then hear the appeal as a committee of the whole when called by the Chairman of the Board, and issue a written determination within ten (10) college days of the receipt of the appeal. If the determination of the Board at this step requires official action, the Board shall take action at the next regular or special meeting to confirm the determination made.

Step 4: If the Association is not satisfied with the disposition of the grievance by the Board; or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Association must file within twenty (20) college days following the denial of the grievance, at the previous step, not counting July or August. Such notice to arbitrate shall be in writing and shall be served upon the Secretary for the Board within said twenty (20) college day period. If the parties cannot agree as to the arbitrator within five college days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Arbitrators awards shall become final and binding on both of the parties.

The fees and expenses of the arbitrator shall be shared equally by the parties. Individual employees shall not be able to initiate arbitration. Any award based on a finding by the arbitrator shall be in writing including his factual finding and conclusions.

ARTICLE X

AGREEMENT EFFECTUATION

A. This Agreement shall supersede any rules, regulations or practices of the Board and the Association which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or bylaw provisions of the Association heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. This Agreement shall constitute the full complete commitment between both parties and shall not be altered, changed, added to, deleted from or modified during the term of this Agreement without mutual consent of both parties.

D. The parties recognize that the College expects to establish one or more off-campus centers during the terms of the Agreement. During the negotiations which resulted in this Agreement, no settlement was reached with respect to wages, hours and other conditions of employment applicable to any such off-campus centers. Accordingly, anything in this Agreement to the contrary notwithstanding, the parties agree to meet and negotiate such off-campus centers with respect to wages, hours and other conditions of employment. Any agreement reached shall be made a written and signed amendment to this Agreement.

E. All faculty members covered by this Agreement, who participate in the production of tapes, including TV tapes, shall retain all rights related to subsequent use, reproduction and sale of such items subject to reimbursing the College for all materials used, Audiovisual Department salaries paid, equipment depreciation incurred and any other expenses incurred by the College. All publications or the production of educational materials by faculty members covered by this Agreement shall be available to other faculty members; however, such faculty member retains all rights related to subsequent use, reproduction and sale without reimbursement to the College.

F. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal college year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association, accordingly, agrees that it

will not, during the period of this agreement directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act. The Board also agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

G. In any instance where weather or other disaster causes the cancellation of classes in the entire college, faculty members likewise shall be dismissed without deduction of salary or leave time.

H. Copies of this Agreement shall be provided by the Board to all instructors.

I. There shall be three signed copies of the final Agreement for the purpose of record. One copy shall be retained by the Board, one by the Association and one by the College President.

J. The Appendices attached to this Agreement are, without exception, included as provisions of this Agreement.

K. The Board shall furnish the Association with up to a maximum of one hundred copies of this Agreement upon request.

ARTICLE XI

DURATION OF THE AGREEMENT

This Agreement shall be effective as of June 3, 1972, and shall continue in effect through the end of the 1974 Summer Sessions. Between June 1 and June 15 of 1974, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for this Agreement.

BOARD OF TRUSTEES

By_____
Chairman

By_____
Vice-Chairman

By_____
Chairman
Negotiating Committee

By_____
Negotiating Committee Member

By_____
Negotiating Committee Member

ASSOCIATION

By_____
President

By_____
Secretary

By_____
Chairman
Negotiating Committee

By_____
Negotiating Committee Member

By_____
Negotiating Committee Member

By_____
Negotiating Committee Member

By_____
Negotiating Committee Member

Date of Signing_____

APPENDIX A-1

ST. CLAIR COUNTY COMMUNITY COLLEGE

1972-1973 Calendar

1972 First Semester

September 6	Freshman Orientation, New Faculty Report
September 7	Faculty Report
September 7-8	Registration, Day and Evening
September 11 a.m.	Classes Begin, Day and Evening
November 8	Records Day, No Classes Day - Evening Classes Meet
November 22	Thanksgiving Recess 6:00 p.m.
November 27 a.m.	Classes Resume
December 15	Christmas Recess Begins 6:00 p.m.
January 3 a.m.	Classes Resume
January 15, 16, 17, 18	Final Exams, Day and Evening
January 19	Records Day, No Classes, Day and Evening
January 22-23	Semester Break - No Classes Day and Evening

1973 Second Semester

January 24	In-Service Workshop - Faculty Reports
January 25-26	Registration, Day and Evening
January 29 a.m.	Classes Begin, Day and Evening
March 27	Records Day, No Classes Day - Evening Classes Meet
April 19	Spring Recess Begins 10:00 p.m.
April 30 a.m.	Classes Resume
May 23	(1/2 Day a.m.) Dean's Workshop - Faculty Reports (Study Day for Students)
May 21, 22, 23, 24	Final Exams, Evening
May 24, 25, 29, 30	Final Exams, Day
May 28	Memorial Day, No Classes Day and Evening
May 31	Records Day
June 1	Commencement

Community College Practical Nurses Program Staff are excluded from the terms of this calendar.

ST. CLAIR COUNTY COMMUNITY COLLEGE

1973-74 College Calendar Proposal

1973 SUMMER SESSION (Five and 1/2 weeks)

June 4	Registration
June 5	Classes Begin
July 4	Independence Holiday
July 11	Summer Session Ends

1973 SUMMER SESSION (Five and 1/2 weeks)

July 11	Registration, 1:00 - 4:00 p.m.
July 16	Classes Begin
August 17	Summer Session Ends

1973 SUMMER SESSION (Eight weeks)

June 15	Registration
June 18	Classes Begin
July 4	Independence Holiday
August 10	Summer Session Ends

FALL SEMESTER 1973-1974

August 22	Freshman Orientation, New Faculty Report
August 23	Faculty Report
August 23, 24	Registration
August 27 a.m.	Classes Begin
September 3	Labor Day Recess
October 19 4:00 p.m.	Mid-Semester Grades Due
November 20 p.m.	Thanksgiving Recess Begins
November 26 a.m.	Classes Resume
December 17, 18, 19, 20	Final Exams
December 21	Records Day

SPRING SEMESTER 1974

January 10	Faculty Report
January 10, 11	Registration
January 14 a.m.	Classes Begin
March 8 p.m.	Spring Recess Begins
March 8 4:00 p.m.	Mid-Semester Grades Due
March 18 a.m.	Classes Resume
April 12	Good Friday Recess
May 6, 7, 8, 9	Final Exams
May 10	Records Day a.m., Commencement p.m.

Community College Practical Nurses Program Staff are excluded from the terms of this calendar.

Community College Registered Nurses Program Staff are excluded from the 1973 summer terms of this calendar.

1974 FIRST SUMMER SESSION

May 24	Registration
May 27	Memorial Day Holiday
May 28	Classes Begin
July 3	Summer Session Ends

1974 SECOND SUMMER SESSION

July 8	Registration
July 9	Classes Begin
August 16	Summer Session Ends

APPENDIX B

Faculty on Continuing Status
as of June 3, 1972

Adolph, Fred
Anecki, Leo
Boal, Marge
Borris, John
Bourke, Pat
Brown, Ed
Burns, Leonard
Castleman, Lee
Claflin, Wayne
Clemons, Ruby
Collins, Robert
Colwell, Richard
Curti, Eleazar
DaCosta, Gordon
Duncan, Vivienne
Falls, Alma
Fawcett, Marion
Flickinger, Linda
Garcia, Ralph
Garrett, Gary
Geer, Paul
Gragowski, Virginia
Grain, Murray
Grambau, Roland
Gray, Tyler
Groch, Richard
Haines, Don
Halamka, James
Hartwig, Elwin
Hennesey, Jack
Kelly, Janet
Koshay, Maxine
Lambe, Kenneth
Leader, James
Lloyd, Doris
Mathews, Eleanor
Maywar, James
McNichol, Joseph
Mooney, Thomas
Moore, Hugh
Morgan, Kenneth
Nowakowski, Aloysius
Northup, Dale
Nyitray, Nancy
Obee, Thomas
Ogden, Judy
Parker, Pauline
Radike, Walter
Reed, Fred
Rintala, Edsel
Robertson, Arthur
Robinette, Earl
Rock, Nancy
Rogers, Roy
Ruebelman, Stephen
Sandell, Robert
Scott, Clarence
Shakespeare, Ellen
Shook, David
Siskonen, Helen
Smith, Harley
Smith, W. Helen
Soule, Michael
Staiger, Marion
Steinhaus, Jo Ann
Stephens, Charles
Sutton, Glenn
Tansky, Robert
Tomion, Betty
VanderHeuvel, Edwin
Voss, James
Wedge, Margaret

Wigginton, Louis

Wright, Charles

Zochowski, Francis

Zvanovec, Francis

APPENDIX C

VOCATIONAL CERTIFICATION

A. Plan I

1. Bachelor's Degree.

2. Work experience to qualify for the Vocational Certificate or Approval.

B. Plan II

1. Journeyman's card in the occupation or documentaries of five (5) years of experience in the trade.

2. High school diploma or the equivalent.

3. Qualify for vocational certification or approval.

4. Take an orientation course in vocational instruction techniques.

TEACHING PROFICIENCY INVENTORY

Directions:

Indicate, as nearly as you can, your judgment of the incidence of the trait being graded on the five-point scale. The scale represents a piece of a continuum where 5 signifies the highest and most positive response, and a score of 1 indicates the lowest judgment of this trait in relation to this teacher.

The numbers, themselves, could be said to represent:

5	4	3	2	1
Always	Most of the time	Occasionally	Very Seldom	Never

For example, your response to the statement

"Presenting organized supplementary course material to students..."

is that this instructor has done so only once in a while--then, your answer should probably be indicated by your circling the "3".

Criteria	Incidence (circle one)				
1. Evidencing better than average speech qualities.	5	4	3	2	1
2. Constructing tests which search for understanding on the part of the students rather than rote memory ability.	5	4	3	2	1
3. Acknowledging all questions to the best of his ability.	5	4	3	2	1
4. Motivating students to do their best.	5	4	3	2	1
5. Explaining standards.	5	4	3	2	1
6. Communicating effectively at levels appropriate to the preparedness of students.	5	4	3	2	1
7. Identifying his comments which are personal opinion.	5	4	3	2	1

Criteria	Incidence (circle one)				
8. Making written comments on corrected returned assignments.	5	4	3	2	1
9. Establishing good rapport with students in classroom	5	4	3	2	1
10. Making an effort to know students as individuals.	5	4	3	2	1
11. Demonstrating comprehensive knowledge of his subject.	5	4	3	2	1
12. Encouraging student participation in class.	5	4	3	2	1
13. Accepting justified constructive criticism from qualified persons.	5	4	3	2	1
14. Establishing sincere interest in the subject being taught.	5	4	3	2	1
15. Demonstrating a stable level-headed personality.	5	4	3	2	1
16. Patiently assisting students with their problems.	5	4	3	2	1
17. Being well prepared for class.	5	4	3	2	1
18. Setting high standards of achievement for students.	5	4	3	2	1
19. Being readily available for consultation with students.	5	4	3	2	1
20. Treating students with respect.	5	4	3	2	1
21. Raising the aspirational level of students.	5	4	3	2	1
22. Being able to show practical applications of subject matter.	5	4	3	2	1
23. Organizing the course in logical fashion.	5	4	3	2	1
24. Encouraging intelligent independent thought by students.	5	4	3	2	1
25. Using teaching methods which enable students to achieve objectives of the course.	5	4	3	2	1

Criteria	Incidence (circle one)				
26. Rewriting and updating tests.	5	4	3	2	1
27. Being fair and reasonable to students in evaluation procedure.	5	4	3	2	1
28. Being neatly dressed.	5	4	3	2	1
29. Exhibiting a genuine sense of humor.	5	4	3	2	1
30. Encouraging moral responsibility in students by his example.	5	4	3	2	1

EVALUATION OF PROBATIONARY INSTRUCTOR'S
CLASSROOM TEACHING PERFORMANCE

Instructor Evaluated_____ Date of Evaluation_____

Evaluator_____ Duration of Observation_____

Instructional Activity Observed_____

Circle the appropriate number which best describes the performance of the instructor being observed. Briefly explain the basis for your evaluation in the area provided after each qualification.

	PERFORMANCE SCALE				
	INADEQUATE		SATISFACTORY		OUTSTANDING
1. Subject matter presented clearly so that a normally attentive student could understand material.	5	4	3	2	1
2. Instructional activity well organized.	5	4	3	2	1
3. Either used effective innovative teaching techniques or audio-visual aids (or gimmicks) for lectures.	5	4	3	2	1
4. Demonstrates a sound knowledge of subject matter.	5	4	3	2	1

5. Encourages and responds well to student inquiry. 5 4 3 2 1

6. Provides comprehensible, adequate, fair, and appropriate evaluative standards, instruments, and procedures for measuring students' performance. 5 4 3 2 1

7. Has a prepared course syllabus which provides a comprehensive outline of the course material. 5 4 3 2 1

8. Is there anything about the instructor's speech, dress, or demeanor which impairs his teaching effectiveness? yes_____ no _____ Explain and illustrate your answer at length.

Evaluator: Explain desirable behavior in areas of inadequacy.

Evaluation Completed By:

_____

_____
Date

Signature of Person Evaluated:

_____

_____
Date

EVALUATION OF PROBATIONARY INSTRUCTOR'S PERFORMANCE IN FULFILLING
CONTRACTUAL RESPONSIBILITIES AND GENERAL PROFESSIONAL RESPONSIBILITIES

Instructor Evaluated_____ Date_____

Evaluator_____ Duration of Observation_____

Circle the appropriate number which best describes the performance of the instructor being observed.
Briefly explain the basis for your evaluation in the area provided after each qualification.

	PERFORMANCE SCALE				
	INADEQUATE		SATISFACTORY		OUTSTANDING
1. Fulfills departmental and clerical responsibilities.	5	4	3	2	1
2. Attends department and Forum committee meetings.	5	4	3	2	1
3. Works with colleagues in a cooperative manner.	5	4	3	2	1
4. Maintains conference hours.	5	4	3	2	1
5. Promptness at meetings and in carrying out classroom responsibilities.	5	4	3	2	1

6. Works with his evaluation committee in a cooperative manner. 5 4 3 2 1

Evaluator: Explain desirable behavior in areas of inadequacy.

Evaluation Completed By:

_____

_____
Date

Signature of Person Evaluated:

_____

_____
Date

APPENDIX F-1

EVALUATION OF PROBATIONARY COUNSELOR'S
COUNSELING PERFORMANCE

Counselor Evaluated _____ Date of Evaluation _____

Evaluator _____ Duration of Observation _____

Counseling Activity Observed _____

	PERFORMANCE SCALE				
	INADEQUATE		SATISFACTORY		OUTSTANDING
1. Information presented clearly so that a normally attentive counselee could understand material (i.e. academic and educational requirements, test data, etc.)	5	4	3	2	1
2. Utilizes advising and counseling resource materials when applicable (i.e. uses available bulletins, occupational library material, appropriate aptitude tests, etc.)	5	4	3	2	1
3. Demonstrates a comprehensive knowledge of counseling concepts and procedures (i.e. familiarity with counseling techniques commonly taught in counselor education programs).	5	4	3	2	1
4. Encourages and responds well to counselee's inquiries and concerns (i.e. openness to counselee's questions, doesn't unduly censure counselee, sensitivity to individual differences, etc.)	5	4	3	2	1
5. Ability to assist counselee in formulation of appropriate alternatives to problems presented by counselee.	5	4	3	2	1

EVALUATION OF PROBATIONARY COUNSELOR'S
COUNSELING PERFORMANCE

PERFORMANCE SCALE

6. Is there anything about the counselor's speech, dress, or demeanor which impairs his counseling effectiveness? yes ____ no ____ Explain and illustrate your answer at length. 5 4 3 2 1

7. Attempts to promote self-direction on part of counselee. 5 4 3 2 1

8. Ability to engender rapport with faculty, administration, secretarial staff, parents, etc. 5 4 3 2 1

9. Contributes to departmental "in-service" training sessions (i.e. suggestions and recommendations regarding departmental policies and procedures, case conferences, etc.) 5 4 3 2 1

10. Counseling and testing activities well organized (i.e. organized scheduling of appointments, testing sessions, so as to maximize accommodation to students. 5 4 3 2 1

Evaluator: Explain desirable behavior in areas of inadequacy.

Evaluation Completed by:

_____

Date _____

Signature of Person Evaluated:

_____

Date _____

EVALUATION OF PROBATIONARY COUNSELOR'S PERFORMANCE IN FULFILLING
CONTRACTUAL RESPONSIBILITIES AND GENERAL PROFESSIONAL RESPONSIBILITIES

Counselor Evaluated _____ Date _____

Evaluator _____ Duration of Observation _____

Circle the appropriate number which best describes the performance of the counselor being observed.
Briefly explain the basis for your evaluation in the area provided after each qualification.

	PERFORMANCE SCALE				
	INADEQUATE		SATISFACTORY		OUTSTANDING
1. Fulfills departmental and clerical responsibilities.	5	4	3	2	1
2. Attends department and Forum committee meetings.	5	4	3	2	1
3. Works with colleagues in a cooperative manner.	5	4	3	2	1
4. Maintains office hours.	5	4	3	2	1
5. Promptness at interviews and in carrying out counseling and advising.	5	4	3	2	1

EVALUATION OF PROBATIONARY COUNSELOR'S PERFORMANCE IN FULFILLING
CONTRACTUAL RESPONSIBILITIES AND GENERAL PROFESSIONAL RESPONSIBILITIES

6. Works with his evaluation committee in a cooperative manner. 5 4 3 2 1

Evaluator: Explain desirable behavior in areas of inadequacy.

Evaluation Completed by:

_____

Date _____

Signature of Person Evaluated:

_____

Date _____

LIBRARIAN'S EVALUATION FORM FOR _____

DATE _____

Directions: For each question circle the answer at right which is applicable. In the space provided add justification for that response. If your narrative is lengthy, use supplemental sheets.

1. Demonstrates a comprehensive knowledge of the structure and activities of the community college learning resources center.	Unsatisfactory	Satisfactory	Outstanding	N/A
2. Demonstrates an appropriate knowledge of his specialty of function within the learning resources center.	Unsatisfactory	Satisfactory	Outstanding	N/A
3. Communicates effectively with the individuals utilizing the services of the learning resources center.	Unsatisfactory	Satisfactory	Outstanding	N/A

APPENDIX G

4. Effectively organizes daily activities related to professional responsibilities. Unsatisfactory Satisfactory Outstanding N/A

5. Demonstrates initiative and contributes to the program of the learning resources center. Unsatisfactory Satisfactory Outstanding N/A

6. Maintains rapport with colleagues and the support staff. Unsatisfactory Satisfactory Outstanding N/A

7. Understands the policies of the learning resources center and seeks to fulfill them. Unsatisfactory Satisfactory Outstanding N/A

8. Exercises good judgement, tact, self control and poise in his interactions with individuals utilizing the services of the learning resources center and in his fulfillment of professional responsibilities.	Unsatisfactory	Satisfactory	Outstanding	N/A
9. Accepts constructive criticism related to responsibility from qualified individuals.	Unsatisfactory	Satisfactory	Outstanding	N/A
10. Communicates effectively with colleagues and support staff.	Unsatisfactory	Satisfactory	Outstanding	N/A

Evaluator_____

Evaluatee_____

1972-73 FACULTY SALARY SCHEDULE

Yrs. Exp.		A		B		C		D		E		F
0	0.90	7,690	1.00	8,544	1.10	9,398	1.20	10,253	1.30	11,107	1.40	11,962
1	0.97	8,288	1.07	9,142	1.17	9,996	1.27	10,851	1.37	11,705	1.47	12,560
2	1.04	8,886	1.14	9,740	1.24	10,595	1.34	11,449	1.44	12,303	1.54	13,158
3	1.11	9,484	1.21	10,338	1.31	11,193	1.41	12,047	1.51	12,901	1.61	13,756
4	1.18	10,082	1.28	10,936	1.38	11,791	1.48	12,645	1.58	13,500	1.68	14,354
5	1.25	10,680	1.35	11,534	1.45	12,389	1.55	13,243	1.65	14,098	1.75	14,952
6	1.32	11,278	1.42	12,132	1.52	12,987	1.62	13,841	1.72	14,696	1.82	15,550
7	1.39	11,876	1.49	12,731	1.59	13,585	1.69	14,439	1.79	15,294	1.89	16,148
8	1.46	12,474	1.56	13,329	1.66	14,183	1.76	15,037	1.86	15,892	1.96	16,746
9	1.53	13,072	1.63	13,927	1.73	14,781	1.83	15,636	1.93	16,490	2.03	17,344
10	1.60	13,670	1.70	14,525	1.80	15,379	1.90	16,234	2.00	17,088	2.10	17,942

A = Non-Degree

B = BA/BS

C = MA/MS

D = MA/MS + 20

E = MA/MS + 40

F = MA/MS + 60 or Doctorate

APPENDIX H-1

SALARY SCHEDULE & INDEX

1972-73

APPENDIX H-2

SALARY SCHEDULE & INDEX

1973-74

1973-74 FACULTY SALARY SCHEDULE

Yrs. Exp.		A		B		C		D		E		F
0	0.90	8,013	1.00	8,903	1.10	9,793	1.20	10,684	1.30	11,574	1.40	12,464
1	0.97	8,636	1.07	9,526	1.17	10,417	1.27	11,307	1.37	12,197	1.47	13,087
2	1.04	9,259	1.14	10,149	1.24	11,040	1.34	11,930	1.44	12,820	1.54	13,711
3	1.11	9,882	1.21	10,773	1.31	11,663	1.41	12,553	1.51	13,444	1.61	14,334
4	1.18	10,506	1.28	11,396	1.38	12,286	1.48	13,176	1.58	14,067	1.68	14,957
5	1.25	11,129	1.35	12,019	1.45	12,909	1.55	13,800	1.65	14,690	1.75	15,580
6	1.32	11,752	1.42	12,642	1.52	13,533	1.62	14,423	1.72	15,313	1.82	16,203
7	1.39	12,375	1.49	13,265	1.59	14,156	1.69	15,046	1.79	15,936	1.89	16,827
8	1.46	12,998	1.56	13,889	1.66	14,779	1.76	15,669	1.86	16,560	1.96	17,450
9	1.53	13,622	1.63	14,512	1.73	15,402	1.83	16,292	1.93	17,183	2.03	18,073
10	1.60	14,245	1.70	15,135	1.80	16,025	1.90	16,916	2.00	17,806	2.10	18,696

A = Non-Degree

B = BA/BS

C = MA/MS

D = MA/MS + 20

E = MA/MS + 40

F = MA/MS + 60 or Doctorate

APPENDIX I

ST. CLAIR COUNTY COMMUNITY COLLEGE
Port Huron, Michigan
FACULTY PERSONAL LEAVE FORM

Name _____ Address _____

lephone number _____ Date of absence _____

Your assignments:

Time	Class	Room

All leaves-of-absence, except for emergency illness, shall be requested on Form CC-B16, in triplicate, and sent directly to the appropriate Dean. In all instances, except emergencies, approval must be obtained prior to the date of absence. Application in case of emergency other than illness must be made as soon as feasible.

Reason for your request:

ve you been absent this school year for reasons other than illness? _____

_____
Signature of employee

:position of request:

_____
Appropriate Administrator

Received	Returned
Date:	Date:
Time:	Time:
By:	By:

-B16 SUBMIT IN TRIPLICATE

APPENDIX J

ST. CLAIR COUNTY COMMUNITY COLLEGE

Contractual Payroll Sheet

Date _____

lame _____ Budget Account No. _____

ddress _____

ate of Birth _____ Soc. Sec. No. _____

larital Status _____ No. of Children _____ Sex _____

revious Employer _____

PART-TIME___ NIGHT SCHOOL___ OFF-CAMPUS___ SUMMER SCHOOL___ ADULT ED.___ (Check One)

Dates Covered: Beginning _____ Ending _____ Semester _____

Dates of Class Meetings: _____

Course	Day	Time	Cr. Hrs.	Contact Hrs.

Position and/or Classification _____

Salary _____ No. of Pays _____

Computation _____

OVERLOAD PAY

Total Contact Teaching Hours _____ Overload Hours _____ Semester _____

Position and/or Classification _____

Overload Pay _____ Dates Covered _____ No. of Pays _____

Computation _____

STATUS

	Classification	Salary
New Hire:		
Change to:		Effective Date:

_____ Supervisor

_____ Employee

CC-B35

ST. CLAIR COUNTY COMMUNITY COLLEGE

GRIEVANCE REPORT

All dates must be initialed.

Name of Grievant	Date Filed

INFORMAL LEVEL

A. Date received by Dean of Vocational-Technical Education/Dean of Liberal Arts _____

B. Disposition by Dean of Vocational-Technical Education/Dean of Liberal Arts _____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

C. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

FORMAL LEVEL

STEP I

A. Date received by President _____

B. Disposition by President _____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

C. Position of grievant and/or Association _____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

STEP II

A. Date received by Board Committee _____

B. Disposition by Board Committee _____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

C. Position of Grievant and/or Association _____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

STEP III

A. Date received by Board _____

B. Disposition by Board _____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

C. Position of grievant and/or Association _____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____
Signature Date

STEP IV

A. Date received by Arbitrator _____

B. Disposition by Arbitrator _____

_____

_____

_

APPENDIX L

DEFINITIONS AND MISCELLANEOUS PROVISIONS

A. Master's Degree requirement exclusion to Section One, Article V, paragraph B, is Daniel G. Robbins.

B. Involuntary Leave-of-Absence: This term is defined as being a leave-of-absence which is obligatory, does not require the consent of the instructor, and is subject to the provisions of Article V, Section Five.

C. Seniority: Faculty seniority is defined as total time taught at St. Clair County Community College and/or Port Huron Junior College.

D. Non-teaching faculty:

1. All professional service personnel working in the Learning Resources Center below the status of the Director shall be termed "librarians."

2. All professional service personnel working in the Counseling and Testing Center below the status of the Director shall be termed "counselors."

3. In the case of librarians and counselors, all terms in the contract which refer to class, classroom, teaching, instruction, subject matter, and so on, shall be construed, in a reasonable and equitable manner, to refer to duties, performance of duties, place of duties, and so on, except as expressly provided for in the work load sections of the Agreement.

E. Daily Earning Rate: The daily earning rate for faculty on a teaching faculty work year shall be computed at a rate of one (1) full day of work equal to 1/200th of an instructor's contractual salary. For faculty paid on a 1.15 factor such deduction shall be computed at a rate of 1/230th; for faculty members paid on a 1.20 factor such deduction shall be computed at a rate of 1/240th; and the rate for faculty members on a twelve (12) month contract shall be 1/260th.

F. Voluntary: The term voluntary is defined as not being obligatory but shall be with the consent of the instructor.

G. Coordinator: Coordinator as used in this Agreement shall be interpreted to mean the following individuals in the following disciplines or departments:

1. Academic Coordinator in:

a. Biology and Physical Education
b. English, Language, Journalism and Reading
c. Fine Arts (Art, Music and Speech)
d. History and Geography
e. Mathematics and Physical Science
f. Social Science

2. Department Chairman in the following areas:

   a. Agricultural Technology
   b. Applied Power Technology
   c. A. D. Nursing
   d. Business Administration*
   e. Industrial Technology
   f. Law Enforcement
   g. Practical Nursing
   h. Secretarial Science*

3. Director in the following areas:

   a. Counseling and Testing
   b. Learning Resources
   c. Apprentice Programs

H. The change in the English work load provisions from the 1970-1972 Agreement which are provided for herein shall be implemented in the spring semester of the 1972-1973 college year, without retroactive application and without semester imbalancing and to the extent on-campus classes are available within the already established spring schedule. Classes shall be assigned through departmental decision-making process after the class cancellation at the end of the regular spring registration.

I. Retroactivity: Faculty members' salary schedule increments (both vertical and horizontal) and the base pay raise shall be retroactive to the effective date of this Agreement.

J. Horizontal movement on the salary schedule (education) shall be implemented at the start of the fall, spring or summer session after which the credit is earned.

K. Vertical movement on the salary schedule (experience) shall be implemented at the beginning of the summer session for those faculty on the teaching faculty's year and on the anniversary of hiring for those faculty on a 12-month work year.

*Faculty members appointed acting department chairmen with a reduced load comparable to the academic coordinators.

RULES AND PROCEDURES FOR ADMINISTERING THE SICK DAY BANK

RULES:

1. No one may qualify for days from the Sick Leave Bank until his own accumulated sick days are exhausted.

2. Formal application requesting sick days from the Bank may be made before, on, or soon after the applicant's own accumulated sick days are exhausted.

3. Each applicant must be under the care of a physician and secure his signature on the application.

4. Unused days from a grant will be returned to the Sick Day Bank.

RULES AND PROCEDURES FOR ADMINISTERING THE SICK DAY BANK

PROCEDURES:

1. Application forms may be secured from the Business Office by the applicant or his representative.

2. Forms are to be filled out in quadruplicate.

   a. Original to be sent to the Chairman of the Sick Day Bank Committee.
   b. One copy to be sent to the Business Office.
   c. One copy to be sent to the President of MAHE.
   d. One copy to be retained by the applicant.

3. The Sick Day Bank Committee, at the direction of the chairman, meets, evaluates and decides on the applicant's request.

4. The chairman will notify the Business Office and the applicant of the action taken by the Committee.

5. Each case will be re-evaluated by the Committee, if and when necessary.

6. The faculty member will inform the office of the respective dean of the date of his return, and in turn, said office will notify the chairman of the Committee.

7. By the end of each semester, the chairman of the Committee will notify the Business Office in writing, of the number of days in existence in the Bank.

APPLICATION FOR GRANT OF DAYS FROM SICK DAY BANK
(Fill out in Quadruplicate)

_____
Date of Application

_____ _____ _____
Name of Applicant Address Telephone

Date of expiration of applicant's accumulated sick days:_____

Name of attending physician_____ _____
Telephone

_____
Applicant's signature

TO BE COMPLETED BY PHYSICIAN:

Type of illness: _____

Estimate of number of days patient will be unable to work _____.

_____ _____
Physician's signature Date

ST. CLAIR COUNTY COMMUNITY COLLEGE

AGREEMENT

INDEX

Academic advising	24
Academic coordinators	30
Academic freedom	32
Agreement effectuation	51
Association and instructor's rights	3
Calendar	54, 55
Class, cancellation	29
Classes, maximum	25
Compensation for extra duties	39
Conferences (at different times, no more than two)	23
Contact hour work load	24
Continuing status	10, 56, 57
Definitions	82, 83
Department and discipline responsibilities	23
Dismissal	7, 11
Experience credit	36
Extra-duty assignments	22
Faculty	2
Faculty status	10
Forum meetings	19
Grievance procedures	48, 77-81
Hiring	7
Imbalancing	28
Instructor	2
Insurance	40
Leaves-of-absence	42
Leaves-of-absence, long-term	45
Leaves-of-absence, short-term	43
Legal preamble	1
Minimum class for off-campus, summer school, and overload	34
Off-campus programs	33

Order of hire 17

Payroll deductions 6
Personal leave form 75
Personnel file 8
Personnel procedures 7
Preparations 24
Probationary status 10
Professional duty assignments 30

Recognition 2
Retirement 8
Rights of the Board 5

Salary schedule 36, 73, 74
Satisfactory level of performance 14
Scheduling 26
Staff reduction 16
Staffing of summer school, off-campus and overload after 5:00 p.m. 33
Summer school 33
Summer school scheduling 33

Teaching environment, equipment, supplies 35
Travel 38

Vacancies 7

Work load 19